

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Conditional Utility Agreement for Potable and Reclaim Water Service and Sewer Service. With an Exhibit "G" for Oversizing/Extension for Reclaim Water line for the project known as Douglas Grand at Lake Mary

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: Andrew Neff

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve and authorize the chairman to execute the Conditional Utility Agreements for Potable and Reclaimed Water and Sewer service, including Exhibit G Water Agreement (Reclaimed) for oversizing and extending the reclaimed water line for the project known as Douglas Grand at Lake Mary.

District 5 Brenda Carey

Bob Briggs (ext 2148)

BACKGROUND:

At the request of the property owner there have been changes to the Conditional Utility Agreements for Potable and Reclaimed Water service and Sewer service. These changes reflect the use of a master meter for the entire complex rather than individual meters for each unit. The Exhibit G Water Agreement (Reclaimed) incorporated in the Conditional Utility Agreement for Sewer Service sets forth the terms and conditions under which the developer of Douglas Grand at Lake Mary will construct an eight inch (8") reclaimed water line. Staff has identified a need to oversize the reclaimed water line from a four inch (4") line to an eight inch (8") line and extend it 600 linear feet to tie into the reclaimed water stub already installed on Oregon Street for Section 14 of Lake Forest Subdivision.

The cost associated with this oversizing and extension of the 8" reclaim line for approximately 600 linear feet is \$79,270.81. Adequate funds for the oversizing and extension are available for this project in Water & Sewer Oversizings.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Conditional Utility Agreements for Potable and Reclaimed Water and Sewer Service, including Exhibit G Water Agreement (Reclaimed) for oversizing and extending the reclaimed water line for the project known as Douglas Grand at Lake Mary.

ATTACHMENTS:

1. Agreement
2. Agreement
3. Exhibit "G" Reclaim Water

Additionally Reviewed By:

☒ County Attorney Review (Susan Dietrich)

CONDITIONAL UTILITY AGREEMENT
FOR
POTABLE AND RECLAIMED WATER SERVICE

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and NW 46 LTD, JLY GROUP LIMITED, JEROME L. YODERIAN and LONA S. YODERIAN, hereinafter referred to as "DEVELOPER".

W I T N E S S E T H:

WHEREAS, DEVELOPER owns lands located in Seminole County, Florida as described in Exhibit "A" and shown on the Survey in Exhibit "B" attached hereto (the "Property"), and DEVELOPER intends to develop the Property; and

WHEREAS, DEVELOPER has requested that the COUNTY provide central potable and reclaimed water service for the Property; and

WHEREAS, the COUNTY is willing to provide central potable and reclaimed water service to the Property and thereafter to operate the utility facilities so that the occupants of the improvements on the Property will receive central potable and reclaimed water service from COUNTY in accordance with the provisions of this Agreement;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed and the Water Agreement attached hereto as Exhibit "G" DEVELOPER and COUNTY hereby covenant and agree as follows:

SECTION 1. PREAMBLE. The foregoing statements are true and correct.

SECTION 2. DEFINITIONS. The following definitions of terms used in this Agreement shall apply unless the context indicates a different meaning:

(a) **"Application"** - A request in writing from DEVELOPER or a consumer requesting specific potable and reclaimed water service pursuant to the DEVELOPER's Agreement.

(b) **"Billing Unit"** - A factor used to convert the meter size to Billing Unit. For reclaimed water purposes, a three-fourth inch (3/4") meter is one (1) Billing Unit, a one inch (1") meter is three (3) Billing Units, a one and one half inch (1 1/2") meter is five (5) Billing Units and a two inch (2") meter is eight (8) Billing Units.

(c) **"Connection Fees"** - A fee or charge paid to the COUNTY by DEVELOPER for the purpose of obtaining potable and reclaimed water capacity. Connection fees will be utilized for the acquisition, improvement, expansion and construction of facilities required to furnish present or future potable and reclaimed water capacity and service to the Property. The amount shall be determined in accordance with the COUNTY schedule of rates in effect from time to time.

(d) **"Consumer Installation"** - All facilities ordinarily on the consumer's side of the point of delivery (e.g. curb stop, lateral connections.)

(e) **"Consumer's Point of Delivery"** - Unless otherwise specified herein, the point where the potable and reclaimed water service is connected to the DEVELOPER's or consumer's service lateral. The water meters will be set at the consumer's property line unless otherwise provided.

(f) **"Contribution-in-Aid-of-Construction (CIAC)"** - The sum of money and/or the value of property required as a prerequisite to service to the Property.

(g) **"Development Phase"** - A subdivision or construction phase of the construction of utility facilities on Property.

(h) **"Developer's Points of Delivery"** - The points where the potable and reclaimed water service enters the DEVELOPER's Property or the point of connection of DEVELOPER's off-site installation to the COUNTY's system pursuant to Section 8.

(i) **"Equivalent Residential Connection (ERC)"** - A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one equivalent residential connection (ERC) is 350 gallons per day (GPD). The number of ERC's contained in a given ADF is determined by dividing that ADF by 350 GPD. (Note: ERC's are calculated as a whole number).

(j) **"Facilities"** - See Utility Facilities.

(k) **"FDEP"** - The Florida Department of Environmental Protection, or its successor agency.

(l) **"GPD"** - Gallons per day.

(m) **"Installation"** - See Utility Facilities.

(n) **"Property"** - The land described in Exhibit "A" and shown on the survey in Exhibit "B" attached hereto.

(o) **"Service" or "Utility Service"** - The readiness and ability of the COUNTY to furnish and maintain potable and reclaimed water service to the point of delivery.

(p) **"Service Rates" or "Rates"** - The COUNTY's existing and future schedules of rates and charges for potable and reclaimed water service, including connection fees, meter set fees, and all other fees and charges which from time to time are in effect pursuant to ordinances, resolutions or policies adopted by COUNTY. The schedules of Service Rates shall be of general and uniform application within the COUNTY-wide water and sewer utility system.

(q) **"Utility Facilities" or "Facilities" or "Installations"** - Utility facilities means and includes all equipment, fixtures, wells, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and appurtenances together with all real property, easements and rights-of-way necessary to provide potable and reclaimed water service to the Property whether located on-site or off-site. The words "Utility Facilities," "Water Facilities," "Facilities," or "Installations" shall be interchangeable unless otherwise indicated by the context.

SECTION 3. CAPACITY ALLOCATION. The parties agree that the capacity needed to provide service to the Property is 119,770 gallons per day for potable water supply, which is estimated to be 419 ERC and 52,832 gallons per day for reclaimed water supply, which is estimated to be 151 Billing Units, supplying approximately 10.30 acre(s) of the property.

Capacity allocation is subject to the Florida Department of Environmental Protection (Section 403.021, Florida Statutes, and Florida Administrative Code Rules 17-4.07 and 17-4.15) approval of applicable permits for the Property. Should the Florida Department of

Environmental Protection (FDEP) refuse to issue applicable permit(s) solely because capacity is not available, the DEVELOPER may request COUNTY to rescind the allocation of capacity.

DEVELOPER agrees that the number of units of capacity (ERC's) reserved hereby shall not exceed the number of units of development pursuant to Exhibits "A" and "B", and that the gallonage calculation to determine number of ERC's is for the purpose of allocating a given number of units of capacity (ERC) for the Property and not for purposes of any other calculations.

SECTION 4. AGREEMENT TO SERVE. Upon the completion of construction of potable and reclaimed water facilities by DEVELOPER, satisfactory inspections, the issuance of the final letter of acceptance by COUNTY, and subject to the terms of this Agreement, COUNTY agrees to permit connection of the potable and reclaimed water facilities installed by the DEVELOPER to the central facilities of COUNTY and to provide utility service in accordance with the terms and intent of this Agreement. Such connections shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. COUNTY agrees that once DEVELOPER or others have connected consumer installations to COUNTY's central facilities, COUNTY will continuously provide potable and reclaimed water service to the Property subject to continued compliance by DEVELOPER or consumer with all applicable COUNTY requirements for such service.

SECTION 5. CONNECTION FEES. In addition to the contributions in aid of construction (CIAC) where applicable, the DEVELOPER hereby agrees to pay to the COUNTY all applicable connection fees in accordance with

the schedule in effect at the time of payment. Payment of the connection fees shall not excuse the DEVELOPER from payment of any other charges uniformly made, including, but not limited to, meter fees and meter set fees. The COUNTY shall not be obligated to refund any portion of connection fees paid nor shall the COUNTY pay interest on connection fees paid.

Should the FDEP not issue the applicable permit(s) solely because capacity is not available, refunds of the connection fees shall be made by the COUNTY within thirty days of written notification by the DEVELOPER of the FDEP's denial. Such requests to the COUNTY for refunds must be accompanied by a written request from the DEVELOPER that the COUNTY rescind the capacity allocation.

The DEVELOPER shall be obligated to pay connection fees, or any initial portion thereof, in accordance with the applicable COUNTY resolution in effect at the time the DEVELOPER is required to make payment. No user or consumer of potable and reclaimed water service shall be entitled to offset any bill rendered by the COUNTY for such service against connection fees paid. The DEVELOPER shall not be entitled to offset connection fees paid or payable against any claims of the COUNTY.

SECTION 6. PAYMENT OF CONNECTION FEES. The DEVELOPER shall be required to pay the connection fees for each Equivalent Residential Connection (ERC) in accordance with Exhibit "C" attached hereto. Connection fees shall be due and payable in accordance with the applicable COUNTY resolution in effect at the time of payment.

SECTION 7. ON-SITE INSTALLATIONS. DEVELOPER agrees to construct and retain ownership and control of the on-site potable and reclaimed water facilities constructed by the DEVELOPER or located on the Property. The term "on-site installations" means and includes all potable and reclaimed water distribution and supply mains, lines and pipes, and related facilities from the point of entry of COUNTY facilities at DEVELOPER's property line to the Point of Delivery excluding consumer installations, adequate in size and design to serve each lot or unit within the Property or as otherwise required by COUNTY. DEVELOPER shall install at its sole expense, all of the aforesaid facilities within the Property in accordance with the plans, specifications and all other pertinent documents approved by the COUNTY and in accordance with Section 9, "Procedures for Construction of Installations" herein.

SECTION 8. OFF-SITE INSTALLATIONS. To induce COUNTY to provide service to the Property, DEVELOPER agrees to construct and to transfer ownership and control to COUNTY as a contribution-in-aid-of-construction all necessary off-site installations from DEVELOPER's Property to the COUNTY's existing facilities. The term "off-site installations" means and includes all potable and reclaimed water distribution and supply mains, lines and pipes and related facilities adequate in size and design to serve the Property or as otherwise required by COUNTY. Such off-site installations shall be in accordance with the master plans of the COUNTY as they relate to the potable and reclaimed water and sewer utility system. DEVELOPER shall install all of the off-site installations at its sole expense and in accordance with the plans,

specifications and other pertinent documents approved by COUNTY, except that in no event shall DEVELOPER be required to oversize lines to the benefit of other properties without prior agreement for reimbursement on behalf of such other properties. DEVELOPER shall construct the off-site installations in accordance with Section 9, "Procedures for Construction of Installations" herein.

SECTION 9. PROCEDURES FOR CONSTRUCTION OF INSTALLATIONS.

DEVELOPER agrees that construction of all on-site and off-site installations as defined in Section 7 and 8 respectively, shall be in accordance with the following requirements:

(a) **Permits.** DEVELOPER shall submit applicable FDEP permit applications to COUNTY for signature prior to submission of permit application to FDEP. DEVELOPER shall make application to COUNTY for Underground Utility Permits and any other applicable permits such as Right-of-Way Use Permits upon receipt of an approved permit from FDEP.

(b) **Plans and Specifications.** DEVELOPER will furnish COUNTY three (3) sets of all plans and specifications (Plans) for the installation to be constructed, prepared by a registered professional engineer. The plans shall be prepared in accordance with applicable COUNTY ordinances and policies including the Land Development Code, Water and Sewer Guidelines and System Requirements for connection to COUNTY-owned utilities. DEVELOPER shall obtain approval of the Plans from all agencies having jurisdiction including the FDEP and COUNTY, if applicable, and submit to COUNTY one (1) copy of any construction permits. No construction shall commence until the COUNTY and appropriate regulatory agencies have approved such Plans in writing and

the COUNTY has received copies of the construction permits. If construction commences prior to all such approvals, COUNTY shall have no responsibility to accept any of the installations and COUNTY may elect to terminate this Agreement or withhold service until such time as DEVELOPER has obtained all required approvals. Should DEVELOPER wish to record the plat of a subdivision prior to construction of any installation, DEVELOPER shall post a performance bond which is one hundred ten percent (110%) of the cost of construction of the installation.

(c) **Pre-construction Conference.** After securing all permits and approvals of Plans by COUNTY and the other agencies, DEVELOPER or the engineer of record shall set up a preconstruction conference with the engineer of record, utility contractor, the appropriate building officials and the COUNTY.

(d) **Notice to County.** DEVELOPER shall provide to COUNTY not less than forty-eight (48) hours written notice prior to commencement of construction and as-built surveys shall be submitted seven (7) days prior to final inspection. DEVELOPER shall provide to COUNTY forty-eight (48) hours notice, which may be either written or verbal, prior to any inspections or tests (other than final inspection) being performed as described herein. Notices shall be deemed given upon actual receipt of same by COUNTY.

(e) **Inspections and Tests.** During construction of any installation by DEVELOPER, COUNTY shall have the right to inspect such installation, including but not limited to the materials, equipment, piping and connections to determine compliance with the approved Plans.

The engineer of record shall also inspect construction to insure compliance with approved Plans, permits and other applicable requirements. All standard tests and inspections for pressure, exfiltration, line and grade, and all other engineering tests and inspections shall be performed with the engineer of record and utility contractor present to determine that the systems have been installed in accordance with the approved Plans, permits and good engineering practices and are functioning satisfactorily for the purpose for which the installation was designed. It shall be the DEVELOPER's responsibility to insure that all construction and the installation fully meet approved Plans, permits and applicable requirements of law and, upon completion, that the installation functions satisfactorily for the purpose for which it was designed.

(f) **Completion.** Upon completion of construction, DEVELOPER's engineer of record shall submit a signed certificate of completion certifying to COUNTY that the construction of the installation is complete, that the installation has been constructed in accordance with all permits, approved Plans, and applicable requirements of law, and as constructed, it will function for the purpose for which it was designed. If the certification is for a potable water distribution system, a copy of the bacteriological results and a sketch showing locations of all sample points shall be provided.

(g) **As-built and Other Plans.** At least seven (7) days prior to final inspection, DEVELOPER or his engineer shall also provide COUNTY with two (2) sets of "as-built" surveys signed and sealed by a surveyor reflecting the location of all installations as constructed. DEVELOPER

shall also provide a letter of completion to the COUNTY signed and sealed by the engineer of record, two (2) sets of approved paving and drainage plans and three (3) copies of the recorded subdivision plat. DEVELOPER shall provide further proof satisfactory to COUNTY that the installation and all contractors, subcontractors, materialmen and laborers have been paid in full, together with the engineer's certificate of the total cost of the installation.

SECTION 10. WATER METERS. Potable and reclaimed water meters necessary to serve the Property shall be installed by DEVELOPER for all development and at the Point of Delivery for residential development. DEVELOPER shall designate, with COUNTY concurrence, the number, type, quality and size of said meters. The meters and enclosures are to be installed by DEVELOPER after a building permit is issued for residential development and for all other types of development. The cost thereof and associated labor charges shall be paid by DEVELOPER. All meters and enclosures shall remain the property of COUNTY. The DEVELOPER shall be responsible for the installation of back flow prevention devices on the consumer side of the meter.

SECTION 11. TITLE TO INSTALLATIONS CONSTRUCTED BY DEVELOPER. As a condition precedent to the right to connect the on-site installations and any off-site installations to COUNTY's Utility System, DEVELOPER shall convey title to as much of those installations, including real property, easements and rights-of-way as are required by COUNTY in accordance with the following:

(a) **Compliance.** DEVELOPER shall be in compliance with this Agreement.

(b) **Time and Place of Conveyance.** Unless otherwise agreed upon in writing, conveyance shall be made when the COUNTY is prepared to issue its letter of acceptance to DEVELOPER and commence delivery of service to the Property. Upon completion of the installations, DEVELOPER shall deliver the necessary instruments of conveyance, properly executed, in substantially the same form attached hereto as Exhibit "D" (Warranty Deed), Exhibit "E" (Bill of Sale) and Exhibit "F" (Utility Easement), together with funds sufficient to pay all costs of conveyance and recording. Delivery shall be made to the COUNTY's Utilities Manager at the address shown herein for delivery of notices. Acceptance of the conveyance by the COUNTY shall not become final until the Board of County Commissioners duly accepts same.

Upon a vote to accept conveyance by the Board of County Commissioners, the instruments of conveyance will be recorded in the public records of Seminole County. The COUNTY will issue a letter of acceptance to DEVELOPER and COUNTY's obligations to provide service in accordance with this Agreement shall commence.

(c) **Assurance of Title.** DEVELOPER shall, at its expense, deliver to COUNTY a title insurance policy or an opinion of title with respect to the Property confirming DEVELOPER's legal right to grant the deeds, easements and exclusive rights of service contained in this Agreement as a condition precedent to COUNTY's issuance of a letter of acceptance or delivery of service.

(d) **Conveyance.** DEVELOPER shall convey all of its interest in the installations to be conveyed to COUNTY by Warranty Deed, Bill of Sale, Easements, Endorsement, Assignments, Affidavits of No Liens or

other good and sufficient instruments of transfer and conveyance, including necessary permits, as shall be effective to vest in COUNTY good and marketable title to the installations free and clear of all liens and encumbrances. Transfer of all manufacturers' and contractors' warranties, maintenance books and construction contracts shall be conveyed by unconditional assignment by DEVELOPER. DEVELOPER shall remain secondarily liable on such warranties and hereby agrees to indemnify and save harmless the COUNTY from any losses, damages, costs, claims, suits, debts or demands by reason of latent defects in the installations which could not have been reasonably discovered upon normal engineering inspection, for a period of two (2) years from the date of acceptance by the COUNTY of said utility installations.

(e) **Maintenance Bond.** DEVELOPER shall provide the appropriate maintenance bonds required by the Land Development Code and the Water and Sewer Guidelines in effect at the time of conveyance.

(f) **Manuals.** DEVELOPER shall provide COUNTY with all operation, maintenance and parts manuals necessary for the operation and maintenance of the installations.

SECTION 12. MORTGAGE LIENS. Mortgagees, if any, holding prior liens on the Property shall be required to release such liens, subordinate their positions or join in any conveyance, grant or dedication of the easements or rights-of-way, or give to COUNTY assurance by way of a "non-disturbance agreement," that in the event of foreclosure, mortgagee would continue to recognize the ownership and easement rights of COUNTY, as long as COUNTY complies with the terms of this Agreement. All facilities, save and except consumer installations,

shall be covered by easements or rights-of-way if not located within platted or dedicated roads or rights-of-way for utility purposes.

SECTION 13. COUNTY'S EXCLUSIVE RIGHT TO UTILITY FACILITIES.

DEVELOPER and COUNTY agree that all potable and reclaimed water facilities accepted by COUNTY, if any, in connection with providing service to the Property shall at all times remain in the sole and exclusive ownership of COUNTY. Any person or entity owning any part of the Property or any residence, building or unit constructed or located thereon, shall not have any right, title, claim or interest to such facilities for any purpose, including the furnishing of potable and reclaimed water services to others located within or beyond the limits of the Property. Subject to COUNTY's written consent, DEVELOPER may utilize other water sources for the Property for "non-domestic" uses such as for irrigation purposes.

SECTION 14. EXCLUSIVE RIGHT TO PROVIDE SERVICE. DEVELOPER shall not engage in the business of providing potable and reclaimed water services to the Property. DEVELOPER hereby grants COUNTY the sole and exclusive right to provide potable and reclaimed water services to the Property and to the occupants thereon.

SECTION 15. SERVICE RATES. The rates to be charged by COUNTY to the DEVELOPER or to a consumer for potable and reclaimed water service on the Property shall be those rates charged by COUNTY to its other customers pursuant to service rates from time to time in effect as defined herein. COUNTY reserves the right to withhold or disconnect service at any time the service rates are not paid on a current basis within forty (40) days after the same are billed; provided that written

notification of such delinquency has been made by COUNTY to the DEVELOPER or consumer being served. DEVELOPER or consumer, as the case may be, hereby agrees to save and hold harmless COUNTY for any loss or damages resulting from the exercise of this right.

The service to the Property shall be subject to such other regulations from time to time imposed on COUNTY with respect to the operations of its potable and reclaimed water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to COUNTY's Property and rate changes shall be exclusively within the discretion and control of COUNTY.

SECTION 16. APPLICATION FOR SERVICE TO CONSUMER INSTALLATIONS.

DEVELOPER, or any owner or occupant on the Property (consumer) shall not connect any consumer installation to the facilities of COUNTY until application has been made to COUNTY by the DEVELOPER or consumer and approval for such connection has been granted.

The DEVELOPER or the consumer shall be responsible for connecting the consumer installation to the meters and/or lines of COUNTY system at the points of delivery in accordance with the following requirements:

(a) Application for the installation of water meters and backflow preventors shall be made twenty-four (24) hours in advance, not including Saturdays, Sundays and holidays.

(b) All consumer installations may, at COUNTY's sole option, be inspected by COUNTY before backfilling and covering of any pipes.

(c) Written notice to COUNTY requesting an inspection of a consumer installation may be given by the DEVELOPER, the consumer or his

contractor, and the inspection will be made within twenty-four (24) hours, not including Saturdays, Sundays and holidays, provided the water meters and backflow preventor, if applicable, have been previously installed.

(d) If COUNTY fails to inspect the consumer installation within forty-eight (48) hours, excluding Saturdays, Sundays and holidays, after such inspection is requested in writing, DEVELOPER or consumer may backfill or cover the pipes without COUNTY's inspection and approval.

(e) The cost of construction, operation, maintenance, repair or replacement of consumer installations shall be the responsibility of DEVELOPER or consumer and not the COUNTY.

SECTION 17. WATER CONSERVATION. DEVELOPER agrees to employ water conservation measures in development of the Property. Subject to COUNTY review and approval to encourage potable water conservation, such measures shall include but not be limited to:

(a) Installation of low flush toilets which utilize 3.5 gallons or less of water per flushing cycle.

(b) Installation of shower heads which have flow restrictors, pulsating features, flow control devices or other features which result in water conservation; and do not allow a flow exceeding 3.0 gallons per minute at 60 psi.

(c) No swimming pool filter backwash water, or any other swimming pool wastewater shall be discharged to the sanitary sewer system.

(d) Installation of spring-loaded/automatic shutoff water fixtures in all public restrooms, including lavatory fixtures.

SECTION 18. INSPECTION. COUNTY may, at its option and without notice, inspect DEVELOPER's utility facilities at all times whether before or after completion of construction and acceptance of same by the COUNTY. COUNTY, by inspecting or not inspecting to any extent whatsoever, shall not assume responsibility for construction or installation of DEVELOPER's utility facilities and shall in no way be deemed to waive any rights available to COUNTY for defaults on the part of DEVELOPER, or to consent to any defects, omissions or failures in the design, construction and installation of DEVELOPER's utility facilities.

SECTION 19. RELOCATION OF UTILITY FACILITIES. Any relocation of utility facilities required for DEVELOPER's convenience or necessity shall be done at DEVELOPER's expense provided such relocation can be accomplished without adverse impact on any other part of the facilities or other consumers.

SECTION 20. NOTICES. Any payment or notice required or permitted hereunder shall be in writing and be deemed properly made when hand delivered to the official hereinafter designated, or upon actual receipt when deposited in the United States mail, postage prepaid, addressed as set forth herein, or at such other address as shall have been specified by written notice to the other party delivered in accordance herewith:

COUNTY: Director, Environmental Services Department
Seminole County
Seminole County Services Building
1101 East First Street
Sanford, FL 32771

COPY TO: County Attorney
Seminole County Services Building
1101 East First Street
Sanford, FL 32771

DEVELOPER: NW 46, LTD., a Florida Limited Partnership
JLY Group Limited, a Florida Limited Partnership
Jerome L. Youderian
Lona S. Youderian
600 E. Colonial Drive, Suite 100
Orlando, FL 32803

SECTION 21. COSTS AND ATTORNEY'S FEES. In the event COUNTY or DEVELOPER brings an action to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, together with reasonable attorney's fees at all levels, including appeals.

SECTION 22. INTERPRETATION. DEVELOPER and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

SECTION 23. ASSIGNMENT. This Agreement may not be assigned by DEVELOPER without the prior written consent of COUNTY, which shall not be unreasonably withheld, provided DEVELOPER's successor or assign expressly assumes DEVELOPER's obligations hereunder by execution of this Agreement. Capacity allocated hereunder may not be sold or assigned to any other property whether or not owned by DEVELOPER.

SECTION 24. STRICT COMPLIANCE. Failure to insist upon strict compliance of any of the terms, covenants, or conditions in this Agreement shall not be deemed a waiver thereof, nor shall any waiver of any right hereunder at any one time be deemed a waiver of such right at any other time.

SECTION 25. TIME OF THE ESSENCE. Time is hereby made of the essence of this Agreement in all respects.

SECTION 26. ENTIRE AGREEMENT AND INCORPORATION BY REFERENCE.

This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever, except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement; provided however, that documents for the implementation of this Agreement, including all permits, engineering design and construction contracts, plans and specifications for the utility facilities as and when approved and filed with COUNTY's Environmental Services Department are incorporated herein by reference.

SECTION 27. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.

SECTION 28. LIABILITY. I, for myself, the owner, the DEVELOPER and our successors and assigns, agree to hold harmless and indemnify the COUNTY, the Seminole County Board of County Commissioners, its employees and agents from any and all claims, damages, causes of actions or other liabilities that arise out of or in relation to FDEP or another applicable agency's denial of applicable permits to provide water service to the Property. The COUNTY's obligations hereunder shall be contingent upon the DEVELOPER's obtaining any and all necessary and required permits from FDEP and all other applicable agencies.

SECTION 29. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby.

SECTION 30. EFFECTIVE DATE. This Agreement shall be effective upon proper execution by both parties hereto.

SECTION 31. CONFLICTS. In the event of a conflict between this DEVELOPER's Agreement and the Water Agreement attached hereto as Exhibit "G" the specific provisions of the Water Agreement attached as Exhibit "G" shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement with the named exhibits attached to be executed on the day and year first above written.

ATTEST:

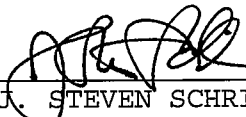
NW 46, LTD., a Florida limited partnership

By: SCHRIMSHER INVESTMENTS CORPORATION,
a Florida corporation, a general partner

By:


Frank L. Schrimsher, Secretary

By:

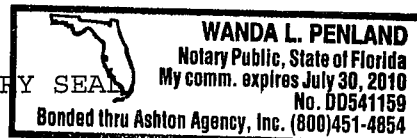

J. STEVEN SCHRIMSHER, President


Date:

10/26/09

I HEREBY CERTIFY that, on this 26th day of October, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J. Steven Schrimsher and Frank L. Schrimsher, as President and Secretary of Schrimsher Investments Corporation, a Florida corporation, a general partner of NW 46, LTD., a limited partnership organized under the laws of the State of Florida, who is personally known to me or who has produced _____ as identification and that he did take an oath. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation.

NOTARY SEAL

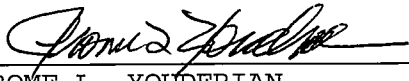



Notary Public Signature

[Attestations continued on pages 22-24]

ATTEST:

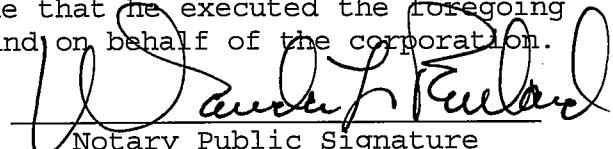
JLY GROUP LIMITED,
a Florida limited partnership

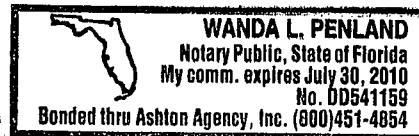
By: 
JEROME L. YOUNDERIAN,
General Partner

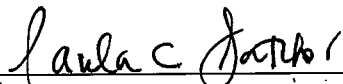
Date: 10/28/2009

I HEREBY CERTIFY that, on this 28th day of October, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jerome L. Youderian, as General Partner of JLY Group Limited, a limited partnership organized under the laws of the State of Florida, who is personally known to me or who has produced _____ as identification and that he did take an oath. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation.

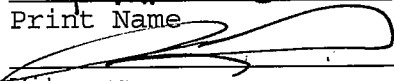
NOTARY SEAL


Notary Public Signature




Witness

Paula C Satchel
Print Name


Witness

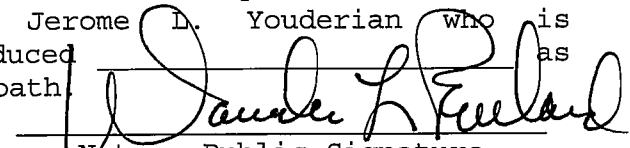
Mark L HORRELL
Print Name

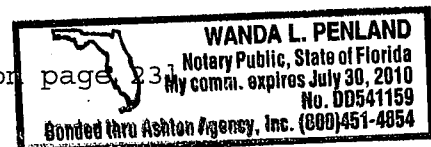
By: 
JEROME L. YOUNDERIAN

Date: 10/28/2009

I HEREBY CERTIFY that, on this 28th day of October, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jerome L. Youderian who is personally known to me or who has produced _____ as identification and that he did take an oath.

NOTARY SEAL


Notary Public Signature



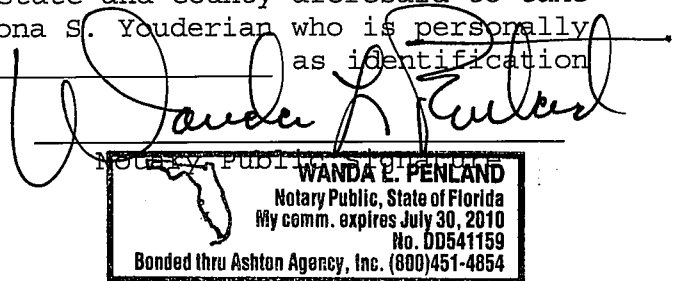
[Attestations continued on page 23]

Paula C Satcher
Witness
Paula C Satcher
Print Name
Mark Kirkell
Witness
Mark Kirkell
Print Name

By: Lona S. Youderian
LONA S. YOUNDERIAN
Date: 10/28/09

I HEREBY CERTIFY that, on this 28th day of October, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Lona S. Youderian who is personally known to me or who has produced as identification and that he did take an oath.

NOTARY SEAL



ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: BOB DALLARI, Chairman
Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
SED/lpk
1/29/09 9/10/09 10/1/09
P:\Users\lkennedy\My Documents\Environmental Services\Youderian cua potable reclaimed water.doc

- 7 Attachments:
- Exhibit "A" - Legal Description
 - Exhibit "B" - Survey
 - Exhibit "C" - Connection Fees
 - Exhibit "D" - Warranty Deed
 - Exhibit "E" - Bill of Sale
 - Exhibit "F" - Easement (s)
 - Exhibit "G" - Water Agreement

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID SECTION 20; THENCE RUN N89°38'35"E ALONG THE SOUTH LINE OF SAID EAST 1/2 FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF OREGON STREET; THENCE RUN N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 1764.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 235.41 FEET TO THE SOUTH LINE OF A FLORIDA DEPARTMENT OF TRANSPORTATION POND, AS RECORDED IN OFFICIAL RECORDS BOOK 3520, PAGE 535, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN N89°20'41"E ALONG SAID SOUTH LINE FOR A DISTANCE OF 259.29 FEET TO THE EASTERLY LINE OF SAID POND; THENCE RUN N00°39'19"W ALONG SAID EASTERLY LINE FOR A DISTANCE OF 100.00 FEET TO THE WESTERLY PROLONGATION OF THE SOUTH LINE OF BORROW PIT NO. 2 (RETENTION POND); THENCE RUN N89°20'41"E ALONG SAID SOUTH LINE FOR A DISTANCE OF 1278.52 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND THE EASTERLY LINE OF SAID BORROW PIT NO. 2 HAVING A RADIUS OF 6179.65 FEET AND A CHORD BEARING OF N32°35'43"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°06'57" FOR A DISTANCE OF 1306.77 FEET TO A POINT ON A LINE LYING 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 5/8 OF THE WEST 1/2 OF SAID SECTION 20; THENCE RUN N89°16'23" ALONG SAID PARALLEL LINE FOR A DISTANCE OF 315.14 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 4 (STATE ROAD 400), AS RECORDED IN OFFICIAL RECORDS BOOK 3520, PAGE 535, OF SAID PUBLIC RECORDS, BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5939.65 FEET AND A CHORD BEARING OF S32°47'00"W; THENCE RUN SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°36'44" FOR A DISTANCE OF 1618.47 FEET TO THE NORTHEASTERLY LINE OF THE 90' ID COUNTY ., M. SMITH CANAL EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3513, PAGE 1546, OF SAID PUBLIC RECORDS; THENCE RUN N37°21'01"W ALONG SAID NORTHEASTERLY LINE AND SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 22.57 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5959.65 FEET AND A CHORD BEARING OF S24°30'21"W; THENCE RUN SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°08'41" FOR A DISTANCE OF 119.07 FEET TO THE POINT OF TANGENCY; THENCE RUN S24°00'12"W ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 830.32 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5087, PAGE 553, OF SAID PUBLIC RECORDS; THENCE RUN WESTERLY ALONG SAID NORTH LINE THE FOLLOWING SIX (6) COURSES: N65°59'48"W, 52.16 FEET; THENCE N22°33'35"W, 40.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING OF S86°18'13"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°43'35" FOR A DISTANCE OF 49.38 FEET TO THE POINT OF TANGENCY; THENCE N74°50'00"W, 18.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 525.00 FEET AND A CHORD BEARING OF N82°05'46"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°31'32" FOR A DISTANCE OF 133.10 FEET TO A POINT ON A NON-TANGENT LINE AND TO THE EAST LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6087, PAGE 561, OF SAID PUBLIC RECORDS; THENCE RUN NORTHERLY AND WESTERLY ALONG THE EAST AND NORTH LINES OF SAID LANDS THE FOLLOWING NINE (9) COURSES: N24°00'09"E, 203.97 FEET; THENCE N24°28'59"E, 20.06 FEET; THENCE N23°57'19"E, 199.83 FEET; THENCE N27°29'16"E, 31.73 FEET; THENCE N32°53'50"E, 199.8 FEET; THENCE N67°55'48"W, 40.26 FEET; THENCE S89°50'35"W, 1090.62 FEET; THENCE

N00°00'00"E, 76.10 FEET; THENCE N90°00'00"W, 185.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.803 ACRES MORE OR LESS.

TOGETHER WITH EASEMENT RIGHTS GRANTED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED OCTOBER 22, 1998 IN BOOK 3520, PAGE 588; FIRST AMENDMENT RECORDED JANUARY 7, 2003 IN BOOK 4656, PAGE 502; AND SECOND AMENDMENT RECORDED AUGUST 31, 2006 IN BOOK 6390, PAGE 1698, AND THAT CERTAIN DECLARATION OF EASEMENTS RECORDED JANUARY 19, 2006 IN OFFICIAL RECORDS BOOK 6087, PAGE 572, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

FLORIDA, DESCRIBED AS FOLLOWS:

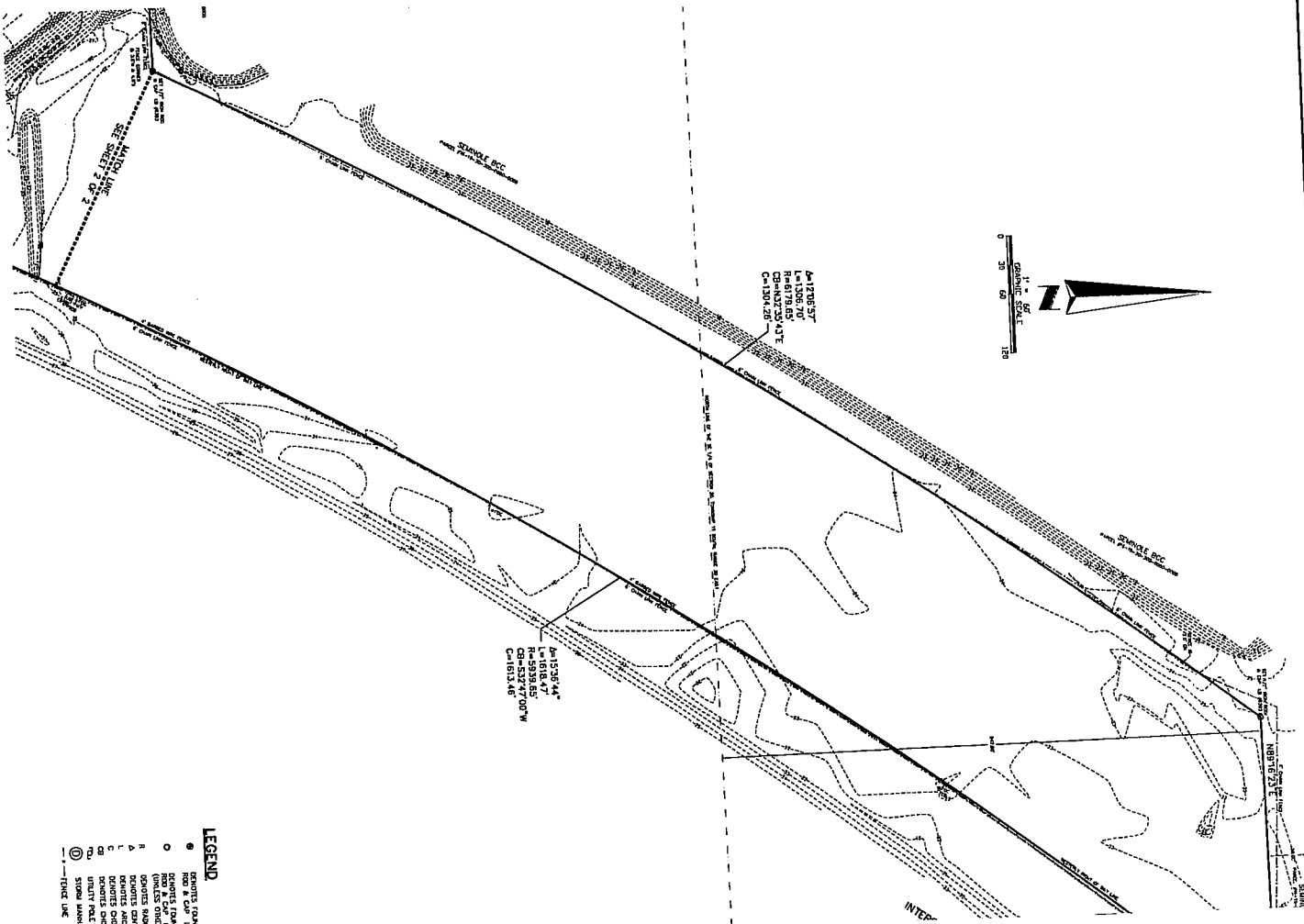
[illegible]

7. ON OCTOBER 10, 1998 IN BOOK 2513, PAGE 1360, THE FOLLOWING WAS RECORDED:
RECORDED OCTOBER 10, 1998 IN BOOK 2513, PAGE 1360, THE FOLLOWING WAS RECORDED:
CROSSING OVER M.L. SMITH CANAL TO PROVIDE ACCESS TO A REMOTE OR OTHER

ITEMS 1-8, 12 AND 14-17 ARE NON SOLVENT RESISTANT

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE ASSUMED BEARING OF MDOT 227° W.

- g. ALL BOUNDARY COURSES AND DISTANCE EDUCATION**



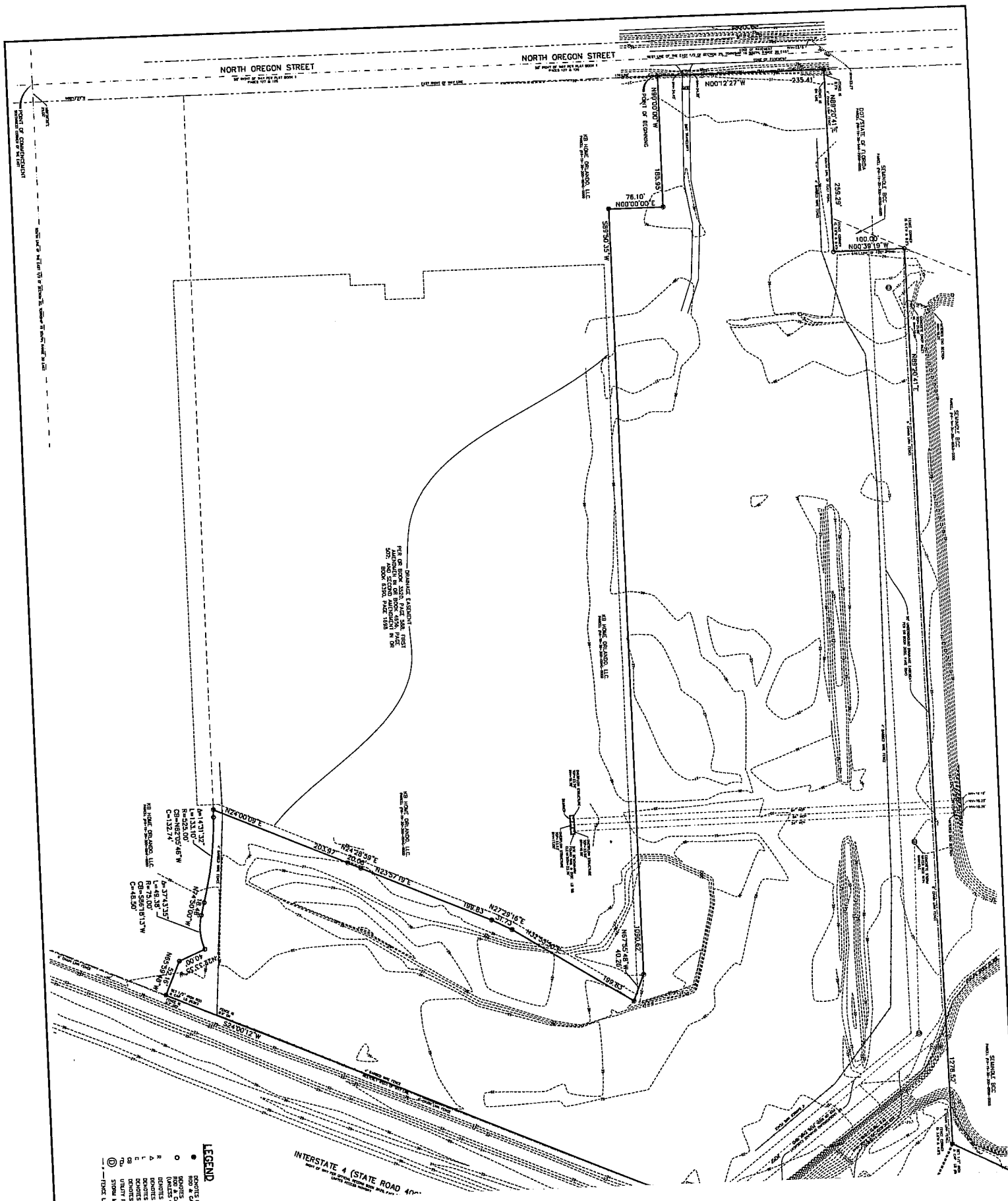


EXHIBIT "C"

Water Connection Fees

Developer agrees to pay Seminole County the following connection fees to induce the County to reserve the following plant capacities for Developer's proposed connections within the "Property". Developer understands that the plant capacities are only reserved upon payment of Charges by Developer to Seminole County. The fees set forth below are the connection fees in effect as of the date of this Utility Agreement and are subject to changes in accordance with the terms thereof.

Payment Schedule

Customer Category	Number of Units	ERC Factor	Total ERCs	Total Gallons	Charge Per Gallon	Total Charges
Multi Family:						
1 & 2 bedroom	344	275	344	94,600	\$3.01	\$ 284,746.00
3 & 4 bedroom	72	335	72	24,120	\$3.01	\$ 72,601.20
Pool House		350	3	1,050	\$3.01	<u>\$ 3,160.50</u>
						\$ 360,507.70

FEES HAVE NOT BEEN SATISFIED

WARRANTY DEED (Corporation to County)

THIS WARRANTY DEED is made this _____ day of _____, 20____, between _____, (Print or Type), a corporation existing under the laws of the State of _____, and having its principal place of business at _____, hereinafter called the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the GRANTEE.

W I T N E S S E T H:

That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged by these presents does grant, bargain, sell, release, convey and confirm unto the GRANTEE, its heirs and assigns forever, all that certain land lying and being in the County of Seminole, State of Florida, more particularly described as follows:

Property Appraiser's Parcel Identification Number _____.

This Instrument Prepared by:

Address:

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

The property conveyed herein may include roads, lines (water, sewer or other), drainage facilities or systems, or other facilities or systems which will become the responsibility of the GRANTEE. The GRANTOR represents that any and all facilities or systems located in, upon, or within the conveyed property are free from all latent and patent design, construction and other defects. The GRANTOR hereby represents to the GRANTEE that it has no knowledge of any latent or patent defects. GRANTOR hereby assigns, transfers and conveys to the GRANTEE any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to, any and all warranties, claims and other forms of indemnification. By execution of this document, the GRANTOR affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The GRANTOR recognizes that the GRANTEE is relying upon the GRANTOR's representations as herein expressed. The GRANTOR further accepts responsibility over and agrees to indemnify and hold the GRANTEE harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating or arising from this conveyance.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

ATTEST:

(Type Corporation Name)

(Signature) , Secretary

(Signature) , President

(Legibly Print/Type/or Stamp Name) (Legibly Print/Type/or Stamp Name)

Affix Corporate Seal

WITNESSES: Signed, sealed and delivered
in our presence:

(Signature)

(Legibly Print/Type/Stamp Name)

(Signature)

(Legibly Print/Type/Stamp Name)

STATE OF)

)

COUNTY OF)

)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ (name of officer or agent) as _____ (title of officer or agent) and _____ (name of officer or agent) as (title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. They are personally known to me or have produced _____ (type of identification) as identification and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State aforesaid this ____ day of _____, 20____.

NOTARY SEAL

(Signature) Notary Public, in and for
the County and State aforementioned

Env Srv wd
8/22/05

BILL OF SALE (Corporation to County)

KNOWN ALL MEN BY THESE PRESENTS, that _____,
(type or print corporate name), a corporation existing under the laws of
the State of _____ (type or print), having its principal
place of business at _____, hereinafter
referred to as SELLER, for and in consideration of the sum of TEN AND
NO/100 DOLLARS (\$10.00) and other valuable consideration paid by
SEMINOLE COUNTY, a political subdivision of the State of Florida, whose
address is Seminole County Services Building, 1101 East First Street,
Sanford, Florida 32771, hereinafter referred to as BUYER, the receipt of
which is hereby acknowledged by the SELLER, has granted, bargained,
sold, transferred and delivered to BUYER, its successors, heirs,
executors, administrators and assigns forever, the following property,
hereinafter referred to as PROPERTY:

Property Appraiser's Parcel Identification Number _____.

This Instrument Prepared by:

Address:

TO HAVE AND TO HOLD the same unto the BUYER, its successors, heirs, executors, administrators and assigns forever.

AND the SELLER hereby covenants with said BUYER that SELLER is lawfully seized of the PROPERTY; that SELLER has good right and lawful authority to sell and convey said PROPERTY; that SELLER hereby fully warrants the title to said PROPERTY and will defend the same against the lawful claims of all persons whomsoever; and that said PROPERTY is free of all encumbrances except those described herein.

The property conveyed herein may include roads, lines (water, sewer or other), drainage facilities or systems, or other facilities or systems which will become the responsibility of the BUYER. The SELLER represents that any and all facilities or systems located in, upon, or within the conveyed property are free from all latent and patent design, construction and other defects. The SELLER hereby represents to the BUYER that it has no knowledge of any latent or patent defects. SELLER hereby assigns, transfers and conveys to the BUYER any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to, any and all warranties, claims and other forms of indemnification. By execution of this document, the SELLER affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The SELLER recognizes that the BUYER is relying upon the SELLER's representations as herein expressed. The SELLER further accepts responsibility over and agrees to indemnify and hold the BUYER harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating or arising from this conveyance.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal
this _____ day of _____, 20____.

ATTEST:

(Type Corporation Name)

, Secretary

, President

(Legibly Print/Type/or Stamp Name) (Legibly Print/Type/Stamp Name)

(Affix Corporate Seal)

STATE OF _____)

)

COUNTY OF _____)

I HEREBY CERTIFY that, on this _____ day of _____, 20____,
before me, an officer duly authorized in the State and County aforesaid
to take acknowledgments, personally appeared _____ and
_____, as President and Secretary, respectively, of
_____, a corporation organized under the laws of
the State of _____, who are personally known to me or who have
produced _____ as identification and that they did take an
oath. They acknowledged before me that they executed the foregoing
instrument as such officers in the name and on behalf of the
corporation, and that they also affixed thereto the official seal of the
corporation.

NOTARY SEAL

(Signature) Notary Public, in and for
the County and State aforementioned

Env Srv bos
8/22/05

UTILITY EASEMENT (Corporation to County)

THIS UTILITY EASEMENT is made and entered into this ____ day of _____, 20____, by and between _____ (type or print name), a corporation existing under the laws of the State of _____, and having its principal place of business at _____ (type or print), hereinafter referred to as the GRANTOR, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the GRANTEE.

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant and convey to the GRANTEE and its assigns, an exclusive easement and right-of-way for utility purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, electric poles, telephone poles, wires, guy wires and appurtenances, water pipes, sewer pipes, gas pipes and mains and any other utility facilities and appurtenances over, under, upon and through the following described lands situate in the County of Seminole, State of Florida, to-wit:

Property Appraiser's Parcel Identification Number _____.

This Instrument Prepared by:

Address:

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its assigns forever.

THE GRANTEE and its assigns shall have the right to clear, keep clear and remove from said right-of-way all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation or maintenance of the utilities or any facilities installed thereon by the GRANTEE and its assigns, and the GRANTOR, its successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the said right-of-way that may interfere with the location, excavation, operation or maintenance of the utilities, or any facilities installed thereon. Notwithstanding the issuance of any permit to construct a fence or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or an authorized utility company, if applicable, to remove the fence or other structure from the easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the easement.

GRANTOR does hereby covenant with the GRANTEE, that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the said easement and that it is free from all encumbrances.

The property conveyed herein may include roads, lines (water, sewer or other), drainage facilities or systems, or other facilities or systems which will become the responsibility of the GRANTEE. The GRANTOR represents that any and all facilities or systems located in, upon, or within the conveyed property are free from all latent and patent design, construction and other defects. The GRANTOR hereby represents to the GRANTEE that it has no knowledge of any latent or patent defects. GRANTOR hereby assigns, transfers and conveys to the GRANTEE any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to, any and all warranties, claims and other forms of indemnification. By execution of this document, the GRANTOR affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The GRANTOR recognizes that the GRANTEE is relying upon the GRANTOR's representations as herein expressed. The GRANTOR further accepts responsibility over and agrees to indemnify and hold the GRANTEE harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating to or arising from this conveyance.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

ATTEST:

(Type Corporation Name)

(Signature) , Secretary

(Signature) , President

(Legibly Print/Type/or Stamp Name) (Legibly Print/Type/or Stamp Name)

Affix Corporate Seal

WITNESSES: Signed, sealed and delivered
in our presence:

(Signature)

(Legibly Print/Type/Stamp Name)

(Signature)

(Legibly Print/Type/Stamp Name)

STATE OF)

)

COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ (name of officer or agent) as _____ (title of officer or agent) and _____ (name of officer or agent) as _____ (title of officer or agent) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. They are personally known to me or who have produced _____ (type of identification) as identification and who did (did not) take an oath.

NOTARY SEAL

(Signature) Notary Public, in and for
the County and State aforementioned

Env Srv ue
8/22/05

**CONDITIONAL UTILITY AGREEMENT
FOR
SEWER SERVICE**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and **NW 46 LTD, JLY GROUP LIMITED, JEROME L. YOUNDERIAN and LONA S. YOUNDERIAN**, hereinafter referred to as "DEVELOPER".

W I T N E S S E T H:

WHEREAS, DEVELOPER owns lands located in Seminole County, Florida as described in Exhibit "A" and shown on the Survey in Exhibit "B" attached hereto (the "Property"), and DEVELOPER intends to develop the Property; and

WHEREAS, DEVELOPER has requested that the COUNTY provide sewer service for the Property; and

WHEREAS, the COUNTY is willing to provide sewer service to the Property and thereafter to operate the utility facilities so that the occupants of the improvements on the Property will receive sewer service from COUNTY in accordance with the provisions of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings and agreements herein contained and assumed and the Sewer Agreement attached hereto as Exhibit "G," DEVELOPER and COUNTY hereby covenant and agree as follows:

SECTION 1. PREAMBLE. The foregoing statements are true and correct.

SECTION 2. DEFINITIONS. The following definitions of terms used in this Agreement shall apply unless the context indicates a different meaning:

(a) **"Application"** - A request in writing on forms provided by COUNTY from DEVELOPER or a consumer requesting specific sewer service pursuant to the DEVELOPER's Agreement.

(b) **"Connection Fees"** - A fee or charge paid to the COUNTY by DEVELOPER for the purpose of obtaining sewer capacity. Connection fees will be utilized for the acquisition, improvement, expansion and construction of facilities required to furnish present or future sewer capacity and service to the Property. The amount shall be determined in accordance with the COUNTY schedule of rates in effect from time to time.

(c) **"Consumer Installation"** - All facilities ordinarily on the consumer's side of the point of delivery (e.g. curb stop, lateral connections.)

(d) **"Consumer's Point of Delivery"** - Unless otherwise specified herein, the point where the sewer service is connected to the consumer's service lateral, which shall be, where possible, at the consumer's property line.

(e) **"Contribution-in-Aid-of-Construction (CIAC)"** - The sum of money and/or the value of property required as a prerequisite to service to the Property.

(f) **"Development Phase"** - A subdivision or construction phase of the construction of utility facilities on Property.

(g) **"Developer's Point of Delivery"** - The point where the sewer service enters the DEVELOPER's Property or the point of connection of DEVELOPER's off-site installation to the COUNTY's system pursuant to Section 8.

(h) **"Equivalent Residential Connection (ERC)"** - A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one equivalent residential connection (ERC) is 300 gallons per day (GPD). The number of ERC's contained in a given ADF is determined by dividing that ADF by 300 GPD. (Note: ERC's are calculated as a whole number).

(i) **"Facilities"** - See Utility Facilities.

(j) **"FDEP"** - The Florida Department of Environmental Protection, or its successor agency.

(k) **"GPD"** - Gallons per day.

(l) **"Installation"** - See Utility Facilities.

(m) **"Property"** - The land described in Exhibit "A" and shown on the survey in Exhibit "B" attached hereto.

(n) **"Service" or "Utility Service"** - The readiness and ability of the COUNTY to furnish and maintain sewer service to the point of delivery.

(o) **"Service Rates" or "Rates"** - The COUNTY's existing and future schedules of rates and charges for sewer service, including connection fees, meter set fees, and all other fees and charges which from time to time are in effect pursuant to ordinances, resolutions or policies adopted by COUNTY. The schedules of Service Rates shall be of general

and uniform application within the COUNTY-wide water and sewer utility system.

(p) **"Utility Facilities" or "Facilities" or "Installations"** - Utility facilities means and includes all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and appurtenances together with all real property, easements and rights-of-way necessary to provide sewer service to the Property whether located on-site or off-site. The words "Utility Facilities," "Sewer Facilities," "Facilities," or "Installations" shall be interchangeable unless otherwise indicated by the context.

SECTION 3. CAPACITY ALLOCATION. The parties agree that the capacity needed to provide service to the Property is 108,500 gallons per day for sewage collection, which is estimated to be 419 ERC.

Capacity allocation is subject to the Florida Department of Environmental Protection (Section 403.061(14), Florida Statutes (2006), and Florida Administrative Code Chapter 62-600) approval of applicable permits for the Property. Should the Florida Department of Environmental Protection (FDEP) refuse to issue applicable permit(s) solely because capacity is not available, the DEVELOPER may request COUNTY to rescind the allocation of capacity.

DEVELOPER agrees that the number of units of capacity (ERC's) reserved hereby shall not exceed the number of units of development pursuant to Exhibits "A" and "B", and that the gallonage calculation to determine number of ERCs is for the purpose of allocating a given number of units of capacity (ERC) for the Property and not for purposes of any other calculations.

SECTION 4. AGREEMENT TO SERVE. Upon the completion of construction of sewer facilities by DEVELOPER, satisfactory inspections, the issuance of the final letter of acceptance by COUNTY, and subject to the terms of this Agreement, COUNTY agrees to permit connection of the sewer facilities installed by the DEVELOPER to the central facilities of COUNTY and to provide utility service in accordance with the terms and intent of this Agreement. Such connections shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. COUNTY agrees that once DEVELOPER or others have connected consumer installations to COUNTY's central facilities, COUNTY will continuously provide sewer service to the Property subject to continued compliance by DEVELOPER or consumer with all applicable COUNTY requirements for such service.

SECTION 5. CONNECTION FEES. In addition to the Contributions in Aid of Construction (CIAC) where applicable, the DEVELOPER hereby agrees to pay to the COUNTY all applicable connection fees in accordance with the schedule in effect at the time of payment. Payment of the connection fees shall not excuse the DEVELOPER from payment of any other charges uniformly made, including, but not limited to, meter fees and meter set fees. The COUNTY shall not be obligated to refund any portion of connection fees paid nor shall the COUNTY pay interest on connection fees paid.

Should the FDEP not issue the applicable permit(s) solely because capacity is not available, refunds of the connection fees shall be made by the COUNTY within thirty days of written notification by the DEVELOPER of the FDEP'S denial. Such requests to the COUNTY for refunds

must be accompanied by a written request from the DEVELOPER that the COUNTY rescind the capacity allocation.

The DEVELOPER shall be obligated to pay connection fees, or any initial portion thereof, in accordance with the applicable COUNTY resolution in effect at the time the DEVELOPER is required to make payment. No user or consumer of sewer service shall be entitled to offset any bill rendered by the COUNTY for such service against connection fees paid. The DEVELOPER shall not be entitled to offset connection fees paid or payable against any claims of the COUNTY.

SECTION 6. PAYMENT OF CONNECTION FEES. The DEVELOPER shall be required to pay the connection fees for each Equivalent Residential Connection (ERC) in accordance with Exhibit "C" attached hereto. Connection fees shall be due and payable in accordance with the applicable COUNTY resolution in effect at the time of payment.

SECTION 7. ON-SITE INSTALLATIONS. DEVELOPER agrees to construct and retain ownership and control of the on-site sewer facilities constructed by DEVELOPER or located on the Property. The term "on-site installations" includes all sewer collection lines, facilities and equipment, including lift or pumping stations from the DEVELOPER's Point of Delivery to the consumer's Point of Delivery, excluding consumer's installations, adequate in size and design to serve each lot or unit within the Property or as otherwise required by COUNTY. DEVELOPER shall install at its sole expense, all of the aforesaid facilities within the Property in accordance with the plans, specifications and all other pertinent documents approved by the COUNTY and in accordance with Section 9, "Procedures for Construction of Installations" herein.

SECTION 8. OFF-SITE INSTALLATIONS. To induce COUNTY to provide service to the Property, DEVELOPER agrees to construct and to transfer ownership and control to COUNTY as a contribution-in-aid-of-construction all necessary off-site installations from DEVELOPER's Property to the COUNTY's existing facilities. The term "off-site installations" means and includes all gravity sewer lines, lift or pump stations, force mains and related facilities adequate in size and design to serve the Property or as otherwise required by COUNTY. Such off-site installations shall be in accordance with the master plans of the COUNTY as they relate to the COUNTY-wide water and sewer utility system. DEVELOPER shall install all of the off-site installations at its sole expense and in accordance with the plans, specifications and other pertinent documents approved by COUNTY, except that in no event shall DEVELOPER be required to oversize lines to the benefit of other properties without prior agreement for reimbursement on behalf of such other properties. DEVELOPER shall construct the off-site installations in accordance with Section 9, "Procedures for Construction of Installations" herein.

SECTION 9. PROCEDURES FOR CONSTRUCTION OF INSTALLATIONS. DEVELOPER agrees that construction of all on-site installations as defined in Sections 7 and 8 respectively, shall be in accordance with the following requirements:

(a) **Permits.** DEVELOPER shall submit applicable FDEP permit applications to COUNTY for signature prior to submission of permit application to FDEP. DEVELOPER shall make application to COUNTY for Underground Utility Permits and any other applicable permits such as Right-of-Way Use Permits upon receipt of an approved permit from FDEP.

(b) **Plans and Specifications.** DEVELOPER shall furnish COUNTY three (3) sets of all plans and specifications (Plans) for the installation to be constructed, prepared by a registered professional engineer. The plans shall be prepared in accordance with applicable COUNTY ordinances and policies including the Land Development Code, Water and Sewer Guidelines and System Requirements for connection to COUNTY-owned utilities. DEVELOPER shall obtain approval of the Plans from all agencies having jurisdiction including the FDEP and COUNTY, if applicable, and submit to COUNTY one (1) copy of any construction permits. No construction shall commence until the COUNTY and appropriate regulatory agencies have approved such Plans in writing and the COUNTY has received copies of the construction permits. If construction commences prior to all such approvals, COUNTY shall have no responsibility to accept any of the installations and COUNTY may elect to terminate this Agreement or withhold service until such time as DEVELOPER has obtained all required approvals. Should DEVELOPER wish to record the plat of a subdivision prior to construction of any installation, DEVELOPER shall post a performance bond which is one hundred ten percent (110%) of the cost of construction of the installation.

(c) **Pre-construction Conference.** After securing all permits and approvals of Plans by COUNTY and the other agencies, DEVELOPER or the engineer of record shall set up a preconstruction conference with the engineer of record, utility contractor, the appropriate building officials and the COUNTY.

(d) **Notice to County.** DEVELOPER shall provide to COUNTY not less than forty-eight (48) hours written notice prior to commencement of construction and as-built surveys shall be submitted seven (7) days prior to final inspection. DEVELOPER shall provide to COUNTY forty-eight (48) hours notice, which may be either written or verbal, prior to any inspections or tests (other than final inspection) being performed as described herein. Notices shall be deemed given upon actual receipt of same by COUNTY.

(e) **Inspections and Tests.** During construction of any installation by DEVELOPER, COUNTY shall have the right to inspect such installation, including, but not limited to the materials, equipment, piping and connections to determine compliance with the approved Plans. The engineer of record shall also inspect construction to insure compliance with approved Plans, permits and other applicable requirements. All standard tests and inspections for pressure, exfiltration, line and grade, and all other engineering tests and inspections shall be performed with the engineer of record and utility contractor present to determine that the systems have been installed in accordance with the approved Plans, permits and good engineering practices and are functioning satisfactorily for the purpose for which the installation was designed. It shall be the DEVELOPER's responsibility to insure that all construction and the installation fully meet approved Plans, permits and applicable requirements of law and, upon completion, that the installation functions satisfactorily for the purpose for which it was designed.

(f) **Completion.** Upon completion of construction, DEVELOPER's engineer of record shall submit a signed certificate of completion certifying to COUNTY that the construction of the installation is complete, that the installation has been constructed in accordance with all permits, approved Plans, and applicable requirements of law, and as constructed, it will function for the purpose for which it was designed.

(g) **As-built and Other Plans.** At least seven (7) days prior to final inspection, DEVELOPER or his engineer shall also provide COUNTY with one (1) set of ammonia mylars of the "as-built" surveys prepared by the engineer of record showing the location of all installations as constructed. DEVELOPER shall provide COUNTY two (2) sets of approved paving and drainage plans and three (3) copies of the recorded subdivision plat. DEVELOPER shall provide proof satisfactory to COUNTY that the installation and all contractors, subcontractors, materialmen and laborers have been paid in full, together with the engineer's certificate of the total cost of the installation.

SECTION 10. WATER METERS. A water meter or meters necessary to serve the Property shall be installed by DEVELOPER for all development and at the DEVELOPER's Point of Delivery for residential development. DEVELOPER shall designate, with COUNTY concurrence, the number, type, quality and size of said meter or meters. The water meter or meters and enclosures are to be installed by DEVELOPER after a building permit is issued for residential development and by the DEVELOPER for all other types of development. The cost thereof and associated labor charges shall be paid by DEVELOPER. All water meters and enclosures shall remain the property of COUNTY. The DEVELOPER shall be responsible for

the installation of a back flow prevention device to be installed on the consumer side of the meter.

SECTION 11. TITLE TO INSTALLATIONS CONSTRUCTED BY DEVELOPER. As a condition precedent to the right to connect the on-site installations and any off-site installations to COUNTY's Utility System, DEVELOPER shall convey title to as much of those installations, including real property, easements and rights-of-way as are required by COUNTY in accordance with the following:

(a) **Compliance.** DEVELOPER shall be in compliance with this Agreement.

(b) **Time and Place of Conveyance.** Unless otherwise agreed upon in writing, conveyance shall be made when the COUNTY is prepared to issue its letter of acceptance to DEVELOPER and commence delivery of service to the Property. Upon completion of the installations, DEVELOPER shall deliver the necessary instruments of conveyance, properly executed, in substantially the same form attached hereto as Exhibit "D" (Warranty Dee), Exhibit "E" (Bill of Sale) and Exhibit "F" (Easements), together with funds sufficient to pay all costs of conveyance and recording. Delivery shall be made to the COUNTY's Utilities Manager at the address shown herein for delivery of notices. Acceptance of the conveyance by the COUNTY shall not become final until the Board of County Commissioners duly accept same.

Upon a vote to accept conveyance by the COUNTY Commission, the instruments of conveyance will be recorded in the public records of Seminole County. The COUNTY will issue its letter of acceptance to

DEVELOPER and COUNTY's obligations to provide service in accordance with this Agreement shall commence.

(c) **Assurance of Title.** DEVELOPER shall at its expense, deliver to COUNTY a title insurance policy or an opinion of title with respect to the Property confirming DEVELOPER's legal right to grant the deeds, easements and exclusive rights of service contained in this Agreement as a condition precedent to COUNTY's issuance of a letter of acceptance or delivery of service.

(d) **Conveyance.** DEVELOPER shall convey all of its interest in the installations to be conveyed to COUNTY by Warranty Deed, Bill of Sale, Easements, Endorsement, Assignments, Affidavits of No Liens and other good and sufficient instruments of transfer and conveyance, including necessary permits, as shall be effective to vest in COUNTY good and marketable title to the installations free and clear of all liens and encumbrances. Transfer of all manufacturers' and contractors' warranties, maintenance books and construction contracts shall be conveyed by unconditional assignment by DEVELOPER. DEVELOPER shall remain secondarily liable on such warranties and hereby agrees to indemnify and save harmless the COUNTY from any losses, damages, costs, claims, suits, debts or demands by reason of latent defects in the installations which could not have been reasonably discovered upon normal engineering inspection, for a period of two (2) years from the date of acceptance by the COUNTY of said utility installations.

(e) **Maintenance Bond.** DEVELOPER shall provide the appropriate maintenance bonds required by the Land Development Code and the Water and Sewer Guidelines in effect at the time of conveyance.

(f) **Manuals.** DEVELOPER shall provide COUNTY with all operation, maintenance and parts manuals necessary for the operation and maintenance of the installations.

SECTION 12. MORTGAGE LIENS. Mortgagees, if any, holding prior liens on the Property shall be required to release such liens, subordinate their positions or join in any conveyance, grant or dedication of the easements or rights-of-way, or give to COUNTY assurance by way of a "non-disturbance agreement," that in the event of foreclosure, mortgagee would continue to recognize the ownership and easement rights of COUNTY, as long as COUNTY complies with the terms of this Agreement. All facilities, save and except consumer installations, shall be covered by easements or rights-of-way if not located within platted or dedicated roads or rights-of-way for utility purposes.

SECTION 13. COUNTY'S EXCLUSIVE RIGHT TO UTILITY FACILITIES. DEVELOPER and COUNTY agree that all sewer facilities accepted by COUNTY, if any, in connection with providing service to the Property shall at all times remain in the sole and exclusive ownership of COUNTY. Any person or entity owning any part of the Property or any residence, building or unit constructed or located thereon, shall not have any right, title, claim or interest to such facilities for any purpose, including the furnishing of sewer services to others located within or beyond the limits of the Property.

SECTION 14. EXCLUSIVE RIGHT TO PROVIDE SERVICE. DEVELOPER shall not engage in the business of providing water or sewer services to the Property. DEVELOPER hereby grants COUNTY the sole and exclusive right to provide sewer services to the Property and to the occupants thereon.

SECTION 15. SERVICE RATES. The rates to be charged by COUNTY to the DEVELOPER or to a consumer for sewer service on the Property shall be those rates charged by COUNTY to its other customers pursuant to service rates from time to time in effect as defined herein. COUNTY reserves the right to withhold or disconnect service at any time the service rates are not paid on a current basis within forty (40) days after the same are billed; provided that written notification of such delinquency has been made by COUNTY to the DEVELOPER or consumer being served. DEVELOPER or consumer, as the case may be, hereby agrees to save and hold harmless COUNTY for any loss or damages resulting from the exercise of this right.

The service to the Property shall be subject to such other regulations from time to time imposed on COUNTY with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to COUNTY's Property and rate changes shall be exclusively within the discretion and control of COUNTY.

SECTION 16. APPLICATION FOR SERVICE TO CONSUMER INSTALLATIONS. DEVELOPER, or any owner or occupant on the Property (consumer) shall not connect any consumer installation to the facilities of COUNTY until application has been made to COUNTY by the DEVELOPER or consumer and approval for such connection has been granted.

The DEVELOPER or the consumer shall be responsible for connecting the consumer installation to the meter and/or lines of COUNTY at the point of delivery in accordance with the following requirements:

(a) Application for the installation of water meters and backflow preventors shall be made twenty-four (24) hours in advance, not including Saturdays, Sundays and holidays.

(b) All consumer installations may, at COUNTY's sole option, be inspected by COUNTY before backfilling and covering of any pipes.

(c) Written notice to COUNTY requesting an inspection of a consumer installation may be given by the DEVELOPER, the consumer or his contractor, and the inspection will be made within twenty-four (24) hours, not including Saturdays, Sundays and holidays, provided the water meter and backflow preventor, if applicable, have been previously installed.

(d) If COUNTY fails to inspect the consumer installation within forty-eight (48) hours, excluding Saturdays, Sundays and holidays, after such inspection is requested in writing, DEVELOPER or consumer may backfill or cover the pipes without COUNTY's inspection and approval.

(e) The cost of construction, operation, maintenance, repair or replacement of consumer installations shall be the responsibility of DEVELOPER or consumer and not the COUNTY.

(f) Should any non-domestic wastes, grease or oils, including, but not limited to, floor or abnormal strength wax or paint, be delivered to the lines, the DEVELOPER or Consumer shall be responsible for payment of the cost to correct or repair any resulting damage to the treatment process and/or facilities.

SECTION 17. HIGH STRENGTH WASTE. The DEVELOPER agrees that waste or sewage to be treated by COUNTY from the Property will consist of domestic wastewater, and further agrees that it will not allow any

abnormal strength sewage to flow to the Utility Facilities, except upon payment of a surcharge promulgated by the COUNTY. DEVELOPER grants to COUNTY the right to sample sewage from the Property to verify DEVELOPER's compliance with this Section.

SECTION 18. PRETREATMENT. DEVELOPER agrees that the Service Company has certain obligations to protect the health, safety and welfare of the public and not to burden COUNTY's customers with extraordinary expenses attributable to DEVELOPER, his successors or assigns. DEVELOPER agrees that all sewage or wastewater from Property shall conform to the Service Company's standards prior to introduction into COUNTY's collection system and DEVELOPER further agrees that COUNTY may at COUNTY's sole option require pretreatment or special features such as grease traps to insure such conformity. DEVELOPER shall be responsible for all costs associated therewith.

SECTION 19. WATER CONSERVATION. DEVELOPER agrees to employ water conservation measures in development of the Property. Subject to COUNTY review and approval to encourage water conservation, such measures shall include but not be limited to:

(a) Installation of low flush toilets which utilize 3.5 gallons or less of water per flushing cycle.

(b) Installation of shower heads which have flow restrictors, pulsating features, flow control devices or other features which result in water conservation; and do not allow a flow exceeding 3.0 gallons per minute at 60 psi.

(c) No swimming pool filter backwash water, or any other swimming pool wastewater shall be discharged to the sanitary sewer system.

(d) Installation of spring-loaded/automatic shutoff water fixtures in all public restrooms, including lavatory fixtures.

SECTION 20. EFFLUENT/RECLAIM DISPOSAL. It is possible that the COUNTY may not have sufficient effluent/reclaim disposal capacity available for the disposal of sewage from the Property treated by it at its sewage treatment plant. The DEVELOPER agrees to provide COUNTY, at COUNTY's request and at no cost to COUNTY, the use of the Property, or other areas as designated within the Property, for effluent/reclaim disposal. The DEVELOPER shall provide COUNTY with perpetual easements for the use of said Property for such purpose.

SECTION 21. INSPECTION. COUNTY may at its option and without notice, inspect DEVELOPER's utility facilities at all times whether before or after completion of construction and acceptance of same by the COUNTY. COUNTY, by inspecting or not inspecting to any extent whatsoever, shall not assume responsibility for construction or installation of DEVELOPER's utility facilities and shall in no way be deemed to waive any rights available to COUNTY for defaults on the part of DEVELOPER, or to consent to any defects, omissions or failures in the design, construction and installation of DEVELOPER's utility facilities.

SECTION 22. RELOCATION OF UTILITY FACILITIES. Any relocation of utility facilities required for DEVELOPER's convenience or necessity shall be done at DEVELOPER's expense provided such relocation can be accomplished without adverse impact on any other part of the facilities or other consumers.

SECTION 23. NOTICES. Any payment or notice required or permitted hereunder shall be in writing and be deemed properly made when hand

Agreement. Capacity allocated hereunder may not be sold or assigned to any other property whether or not owned by DEVELOPER.

SECTION 27. STRICT COMPLIANCE. Failure to insist upon strict compliance of any of the terms, covenants, or conditions in this Agreement shall not be deemed a waiver thereof, nor shall any waiver of any right hereunder at any one time be deemed a waiver of such right at any other time.

SECTION 28. LIABILITY. I, for myself, the owner, the DEVELOPER and our successors and assigns, agree to hold harmless and indemnify the COUNTY, the Seminole County Board of County Commissioners, its employees and agents from any and all claims, damages, causes of actions or other liabilities that arise out of or in relation to the FDEP's denial of applicable permits to provide water or sewer service to the Property. The COUNTY's obligations hereunder shall be contingent upon the DEVELOPER's obtaining any and all necessary and required permits from FDEP and all other applicable agencies.

SECTION 29. TIME OF THE ESSENCE. Time is hereby made of the essence of this Agreement in all respects.

SECTION 30. ENTIRE AGREEMENT AND INCORPORATION BY REFERENCE. This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement; provided however, that documents for the implementation of this Agreement, including all permits, engineering design and construction contracts,

delivered to the official hereinafter designated, or upon actual receipt when deposited in the United States mail, postage prepaid, addressed as set forth herein, or at such other address as shall have been specified by written notice to the other party delivered in accordance herewith:

COUNTY: Director
Environmental Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773

Copy to: County Attorney
Seminole County Services Building
1101 East First Street
Sanford, FL 32771

DEVELOPER: NW 46, LTD., a Florida Limited Partnership
JLY Group Limited, a Florida Limited Partnership
Jerome L. Youderian
Lona S. Youderian
600 E. Colonial Drive, Suite 100
Orlando, FL 32803

SECTION 24. COSTS AND ATTORNEYS' FEES. In the event COUNTY or DEVELOPER brings an action to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to reasonable attorneys' fees at all levels, including appeals.

SECTION 25. INTERPRETATION. DEVELOPER and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

SECTION 26. ASSIGNMENT. This Agreement may not be assigned by DEVELOPER without the prior written consent of COUNTY, which shall not be unreasonably withheld, provided DEVELOPER's successor or assign expressly assumes DEVELOPER's obligations hereunder by execution of this

plans and specifications for the utility facilities as and when approved and filed with COUNTY's Public Works Department are incorporated herein by reference.

SECTION 31. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.

SECTION 32. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby.

SECTION 33. EFFECTIVE DATE. This Agreement shall be effective upon proper execution by both parties hereto.

SECTION 34. CONFLICTS. In the event of a conflict between this DEVELOPER's Agreement and the Sewer Agreement attached hereto as Exhibit "G," the specific provisions of the Sewer Agreement attached as Exhibit "G" shall govern.

[Balance of page left intentionally blank; attestations on pages 21-23]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement with the named exhibits attached to be executed on the day and year first above written.

ATTEST:

NW 46, LTD., a Florida limited partnership

By: SCHRIMSHER INVESTMENTS CORPORATION,
a Florida corporation, a general partner

By:

Frank L. Schrimsher Secretary

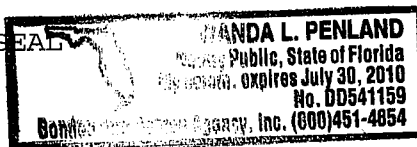
By:

J. STEVEN SCHRIMSHER, President

Date: 10/26/09

I HEREBY CERTIFY that, on this 26th day of October, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J. Steven Schrimsher and Frank L. Schrimsher as President and Secretary of Schrimsher Investments Corporation, a Florida corporation, a general partner of NW 46, LTD., a limited partnership organized under the laws of the State of Florida, who is personally known to me or who has produced _____ as identification and that he did take an oath. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation.

NOTARY SEAL



Wanda L. Penland
Notary Public Signature

ATTEST:

JLY GROUP LIMITED,
a Florida limited partnership

By:

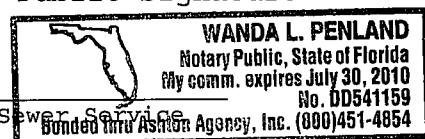
Jerome L. Youderian
JEROME L. YOUNDERIAN,
General Partner

Date: 10/28/2009

I HEREBY CERTIFY that, on this 28th day of October, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jerome L. Youderian, as General Partner of JLY Group Limited, a limited partnership organized under the laws of the State of Florida, who is personally known to me or who has produced _____ as identification and that he did take an oath. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation.

NOTARY SEAL

Wanda L. Penland
Notary Public Signature



Paula C Satch

Witness

Paula C Satch

Print Name

Witness

Mark Horsell

Print Name

By:

Jerome L. Youderian
JEROME L. YOUNDERIAN

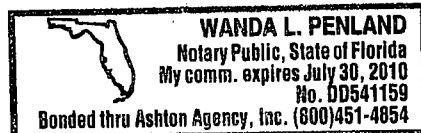
Date:

10/28/2009

I HEREBY CERTIFY that, on this 28th day of October, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jerome L. Youderian who is personally known to me or who has produced identification and that he did take an oath.

NOTARY SEAL

Wanda L. Penland
Notary Public Signature



Paula C Satch

Witness

Paula C Satch

Print Name

Witness

Mark Horsell

Print Name

By:

Lona S. Youderian
LONA S. YOUNDERIAN

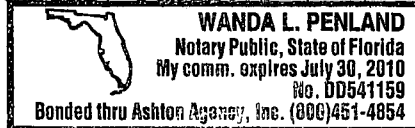
Date:

10/28/09

I HEREBY CERTIFY that, on this 28th day of October, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Lona S. Youderian who is personally known to me or who has produced identification and that he did take an oath.

NOTARY SEAL

Wanda L. Penland
Notary Public Signature



[Attestations continued on page 23]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

SED/lpk

1/29/09 9/10/09 10/1/09

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7 Attachments:

- Exhibit "A" - Legal Description
- Exhibit "B" - Survey
- Exhibit "C" - Connection Fees
- Exhibit "D" - Warranty Deed
- Exhibit "E" - Bill of Sale
- Exhibit "F" - Easement(s)
- Exhibit "G" - Sewer Agreement



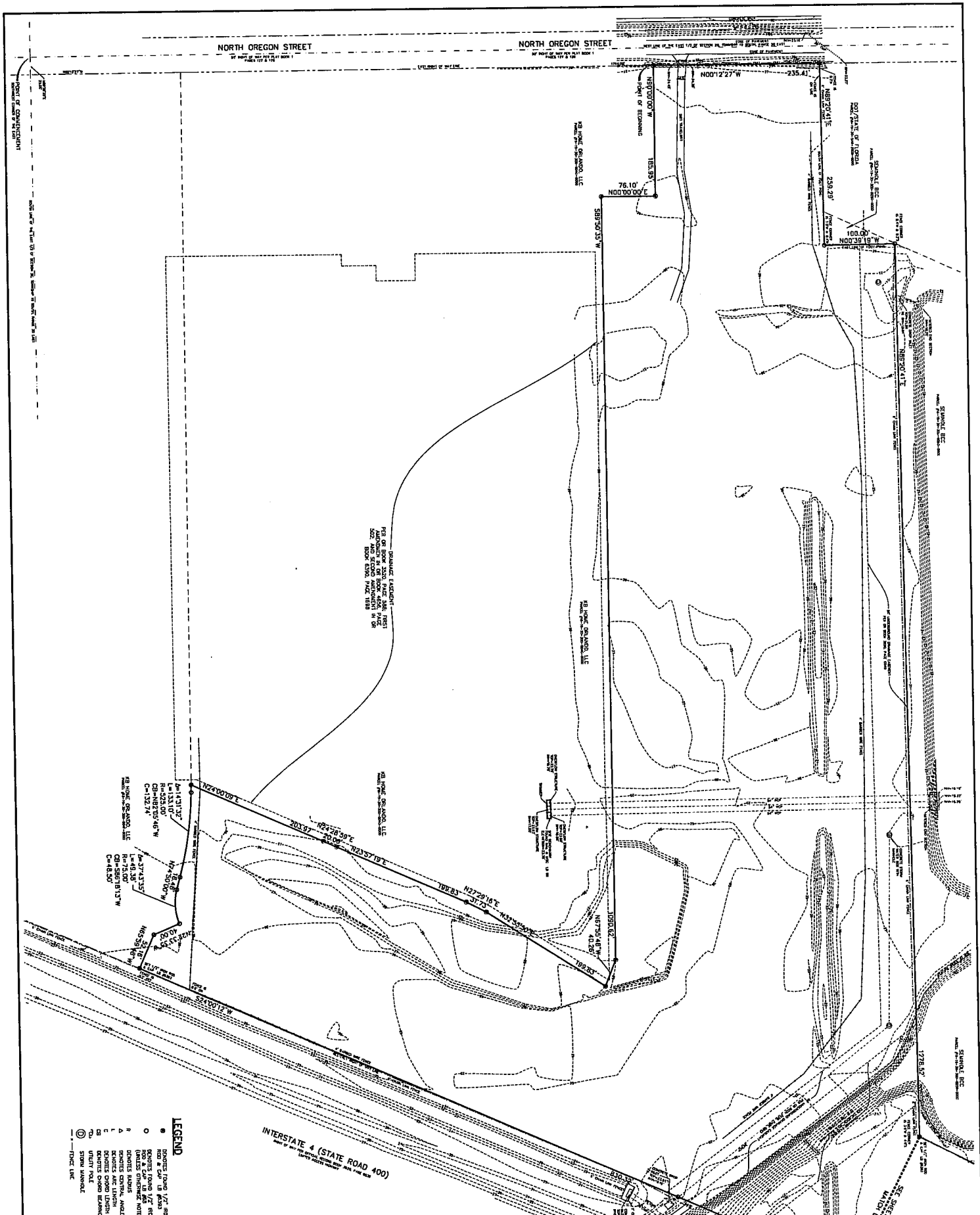
THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID SECTION 20; THENCE RUN N89°38'35"E ALONG THE SOUTH LINE OF SAID EAST 1/2 FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF OREGON STREET; THENCE RUN N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 1764.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 235.41 FEET TO THE SOUTH LINE OF A FLORIDA DEPARTMENT OF TRANSPORTATION POND, AS RECORDED IN OFFICIAL RECORDS BOOK 3520, PAGE 535, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN N89°20'41"E ALONG SAID SOUTH LINE FOR A DISTANCE OF 259.29 FEET TO THE EASTERLY LINE OF SAID POND; THENCE RUN N00°39'19"W ALONG SAID EASTERLY LINE FOR A DISTANCE OF 100.00 FEET TO THE WESTERLY PROLONGATION OF THE SOUTH LINE OF BORROW PIT NO. 2 (RETENTION POND); THENCE RUN N89°20'41"E ALONG SAID SOUTH LINE FOR A DISTANCE OF 1278.52 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND THE EASTERLY LINE OF SAID BORROW PIT NO. 2 HAVING A RADIUS OF 6179.65 FEET AND A CHORD BEARING OF N32°35'43"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°06'57" FOR A DISTANCE OF 1306.77 FEET TO A POINT ON A LINE LYING 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 5/8 OF THE WEST 1/2 OF SAID SECTION 20; THENCE RUN N89°16'23" ALONG SAID PARALLEL LINE FOR A DISTANCE OF 315.14 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 4 (STATE ROAD 400), AS RECORDED IN OFFICIAL RECORDS BOOK 3520, PAGE 535, OF SAID PUBLIC RECORDS, BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5939.65 FEET AND A CHORD BEARING OF S32°47'00"W; THENCE RUN SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°36'44" FOR A DISTANCE OF 1618.47 FEET TO THE NORTHEASTERLY LINE OF THE 90' ID COUNTY., M. SMITH CANAL EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3513, PAGE 1546, OF SAID PUBLIC RECORDS; THENCE RUN N37°21'01"W ALONG SAID NORTHEASTERLY LINE AND SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 22.57 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5959.65 FEET AND A CHORD BEARING OF S24°30'21"W; THENCE RUN SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°08'41" FOR A DISTANCE OF 119.07 FEET TO THE POINT OF TANGENCY; THENCE RUN S24°00'12"W ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 830.32 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5087, PAGE 553, OF SAID PUBLIC RECORDS; THENCE RUN WESTERLY ALONG SAID NORTH LINE THE FOLLOWING SIX (6) COURSES: N65°59'48"W, 52.16 FEET; THENCE N22°33'35"W, 40.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING OF S86°18'13"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°43'35" FOR A DISTANCE OF 49.38 FEET TO THE POINT OF TANGENCY; THENCE N74°50'00"W, 18.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 525.00 FEET AND A CHORD BEARING OF N82°05'46"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°31'32" FOR A DISTANCE OF 133.10 FEET TO A POINT ON A NON-TANGENT LINE AND TO THE EAST LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6087, PAGE 561, OF SAID PUBLIC RECORDS; THENCE RUN NORTHERLY AND WESTERLY ALONG THE EAST AND NORTH LINES OF SAID LANDS THE FOLLOWING NINE (9) COURSES: N24°00'09"E, 203.97 FEET; THENCE N24°28'59"E, 20.06 FEET; THENCE N23°57'19"E, 199.83 FEET; THENCE N27°29'16"E, 31.73 FEET; THENCE N32°53'50"E, 199.8 FEET; THENCE N67°55'48"W, 40.26 FEET; THENCE S89°50'35"W, 1090.62 FEET; THENCE

N00°00'00"E, 76.10 FEET; THENCE N90°00'00"W, 185.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.803 ACRES MORE OR LESS.

TOGETHER WITH EASEMENT RIGHTS GRANTED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED OCTOBER 22, 1998 IN BOOK 3520, PAGE 588; FIRST AMENDMENT RECORDED JANUARY 7, 2003 IN BOOK 4656, PAGE 502; AND SECOND AMENDMENT RECORDED AUGUST 31, 2006 IN BOOK 6390, PAGE 1698, AND THAT CERTAIN DECLARATION OF EASEMENTS RECORDED JANUARY 19, 2006 IN OFFICIAL RECORDS BOOK 6087, PAGE 572, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.



- LEGEND**
- DOWNS TOWN 1/2\"/>
 - ROAD 4\"/>
 - BOUNDARY TO THE
 - (UNLESS OTHERWISE NOTED)
 - SOUTHERN CENTRAL ANGLE
 - BEINGS ARE LATCH
 - BEINGS CROSS LATCH
 - UTILITY POLE
 - STORM MANHOLE
 - FENCE LINE

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 3D EAST, SEQUOIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

[illegible]

TOGETHER WITH EASDMENT RIGHTS GRANTED IN THAT CERTAIN DECLARATION OF EASDMENT, COMBINING AND RESTRICED RECEIVED OCTOBER 22, 1998 IN BOOK 4350, PAGE 2368, THAT PUBLIC RECORDS RECEIVED JANUARY 7, 2003 IN BOOK 4455, PAGE 440, AND THAT CERTAIN DECLARATION OF EASDMENT RECEIVED JANUARY 12, 2006 IN THAT CERTAIN DECLARATION OF EASDMENT RECEIVED JANUARY 12, 2006 IN OFFICIAL RECORDS BOOK 6801, PAGE 572, PUBLIC RECORDS OF SEANALE COUNTY, FLORIDA.

9. DRAINAGE EASEMENT (W. M. SMITH CANAL) IN FAVOR OF SHERBORN COUNTY RECORDED OCTOBER 10, 1898 IN BOOK 3513, PAGE 1546, WHICH PROVIDED THE RIGHT TO

[illegible]

1. THE DIMENSIONS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF NORTH GERRON STREET HAVING AN ASSUMED BEARING OF NORTH 2° 27' W.

- [illegible]

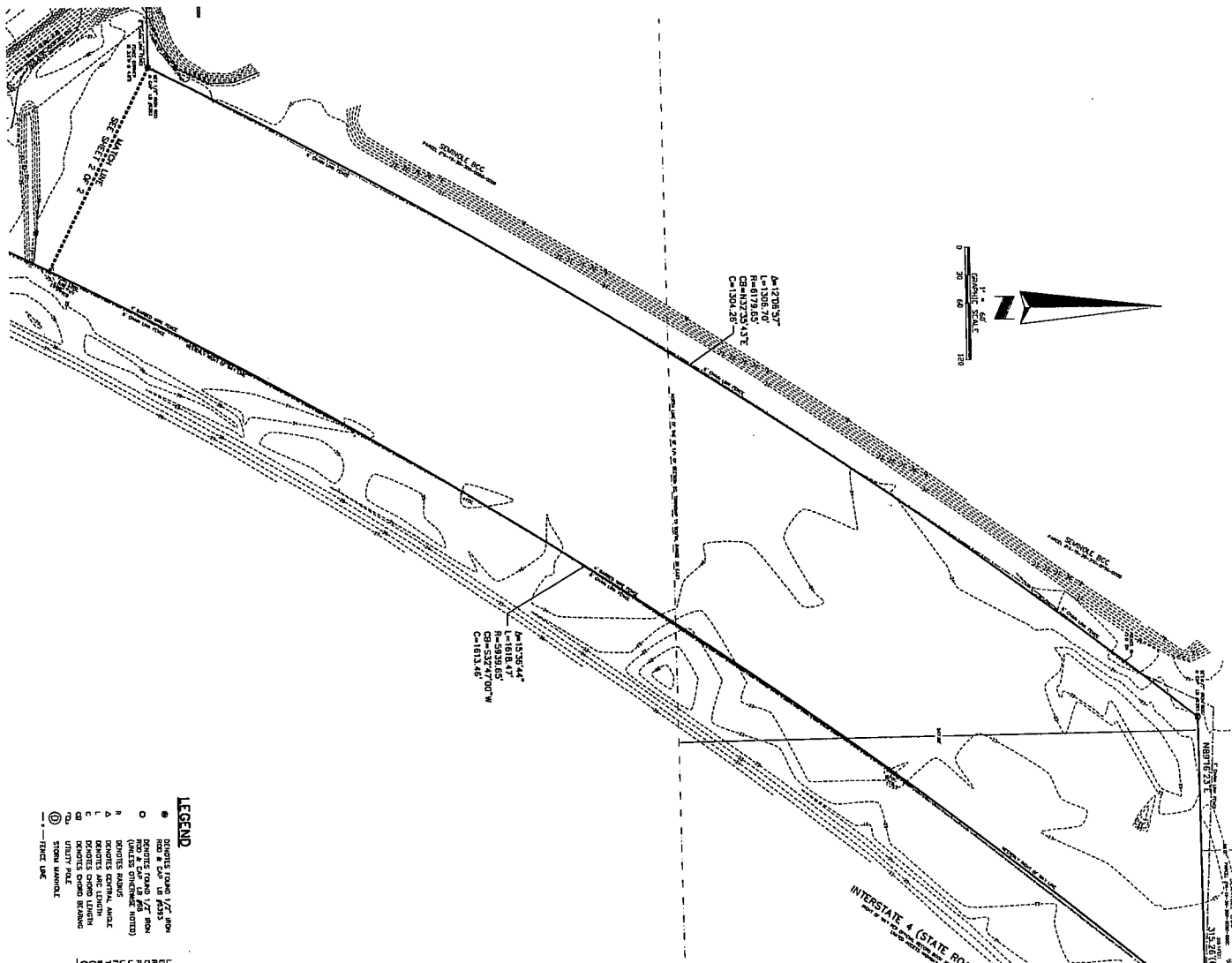


EXHIBIT "C"

Sewer Connection Fees

Developer agrees to pay Seminole County the following connection fees to induce the County to reserve the following plant capacities for Developer's proposed connections within the "Property". Developer understands that the plant capacities are only reserved upon payment of Charges by Developer to Seminole County. The fees set forth below are the connection fees in effect as of the date of this Utility Agreement and are subject to changes in accordance with the terms thereof.

Payment Schedule

<u>Customer Category</u>	<u>Number of Units</u>	<u>ERC Factor</u>	<u>Total ERCs</u>	<u>Total Gallons</u>	<u>Charge Per Gallon</u>	<u>Total Charges</u>
Multi Family:						
1 & 2 bedroom	344	250	344	86,000	\$7.43	\$ 638,980.00
3 & 4 bedroom	72	300	72	21,600	\$7.43	\$ 160,488.00
Pool House		300	3	900	\$7.43	<u>\$ 6,687.00</u>
						\$ 806,155.00

FEES HAVE NOT BEEN SATISFIED

WARRANTY DEED (Corporation to County)

THIS WARRANTY DEED is made this _____ day of _____, 20____, between _____, (Print or Type), a corporation existing under the laws of the State of _____, and having its principal place of business at _____, hereinafter called the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the GRANTEE.

W I T N E S S E T H:

That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged by these presents does grant, bargain, sell, release, convey and confirm unto the GRANTEE, its heirs and assigns forever, all that certain land lying and being in the County of Seminole, State of Florida, more particularly described as follows:

Property Appraiser's Parcel Identification Number _____.

This Instrument Prepared by:

Address:

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

The property conveyed herein may include roads, lines (water, sewer or other), drainage facilities or systems, or other facilities or systems which will become the responsibility of the GRANTEE. The GRANTOR represents that any and all facilities or systems located in, upon, or within the conveyed property are free from all latent and patent design, construction and other defects. The GRANTOR hereby represents to the GRANTEE that it has no knowledge of any latent or patent defects. GRANTOR hereby assigns, transfers and conveys to the GRANTEE any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to, any and all warranties, claims and other forms of indemnification. By execution of this document, the GRANTOR affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The GRANTOR recognizes that the GRANTEE is relying upon the GRANTOR's representations as herein expressed. The GRANTOR further accepts responsibility over and agrees to indemnify and hold the GRANTEE harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating or arising from this conveyance.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

ATTEST:

(Type Corporation Name)

(Signature) , Secretary

(Signature) , President

(Legibly Print/Type/or Stamp Name) (Legibly Print/Type/or Stamp Name)

Affix Corporate Seal

WITNESSES: Signed, sealed and delivered
in our presence:

(Signature)

(Legibly Print/Type/Stamp Name)

(Signature)

(Legibly Print/Type/Stamp Name)

STATE OF)

)

COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ (name of officer or agent) as _____ (title of officer or agent) and _____ (name of officer or agent) as _____ (title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. They are personally known to me or have produced _____ (type of identification) as identification and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State aforesaid this ____ day of _____, 20____.

NOTARY SEAL

(Signature) Notary Public, in and for
the County and State aforementioned

Env Srv wd
8/22/05

BILL OF SALE (Corporation to County)

KNOWN ALL MEN BY THESE PRESENTS, that _____,
(type or print corporate name), a corporation existing under the laws of
the State of _____ (type or print), having its principal
place of business at _____, hereinafter
referred to as SELLER, for and in consideration of the sum of TEN AND
NO/100 DOLLARS (\$10.00) and other valuable consideration paid by
SEMINOLE COUNTY, a political subdivision of the State of Florida, whose
address is Seminole County Services Building, 1101 East First Street,
Sanford, Florida 32771, hereinafter referred to as BUYER, the receipt of
which is hereby acknowledged by the SELLER, has granted, bargained,
sold, transferred and delivered to BUYER, its successors, heirs,
executors, administrators and assigns forever, the following property,
hereinafter referred to as PROPERTY:

Property Appraiser's Parcel Identification Number _____.

This Instrument Prepared by:

Address:

TO HAVE AND TO HOLD the same unto the BUYER, its successors, heirs, executors, administrators and assigns forever.

AND the SELLER hereby covenants with said BUYER that SELLER is lawfully seized of the PROPERTY; that SELLER has good right and lawful authority to sell and convey said PROPERTY; that SELLER hereby fully warrants the title to said PROPERTY and will defend the same against the lawful claims of all persons whomsoever; and that said PROPERTY is free of all encumbrances except those described herein.

The property conveyed herein may include roads, lines (water, sewer or other), drainage facilities or systems, or other facilities or systems which will become the responsibility of the BUYER. The SELLER represents that any and all facilities or systems located in, upon, or within the conveyed property are free from all latent and patent design, construction and other defects. The SELLER hereby represents to the BUYER that it has no knowledge of any latent or patent defects. SELLER hereby assigns, transfers and conveys to the BUYER any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to, any and all warranties, claims and other forms of indemnification. By execution of this document, the SELLER affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The SELLER recognizes that the BUYER is relying upon the SELLER's representations as herein expressed. The SELLER further accepts responsibility over and agrees to indemnify and hold the BUYER harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating or arising from this conveyance.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal
this ____ day of _____, 20____.

ATTEST:

(Type Corporation Name)

, Secretary

, President

(Legibly Print/Type/or Stamp Name) (Legibly Print/Type/Stamp Name)

(Affix Corporate Seal)

STATE OF)

)

COUNTY OF)

I HEREBY CERTIFY that, on this ____ day of _____, 20____,
before me, an officer duly authorized in the State and County aforesaid
to take acknowledgments, personally appeared _____ and
_____, as President and Secretary, respectively, of
_____, a corporation organized under the laws of
the State of _____, who are personally known to me or who have
produced _____ as identification and that they did take an
oath. They acknowledged before me that they executed the foregoing
instrument as such officers in the name and on behalf of the
corporation, and that they also affixed thereto the official seal of the
corporation.

NOTARY SEAL

(Signature) Notary Public, in and for
the County and State aforementioned

Env Srv bos
8/22/05

UTILITY EASEMENT (Corporation to County)

THIS UTILITY EASEMENT is made and entered into this ____ day of _____, 20____, by and between _____ (type or print name), a corporation existing under the laws of the State of _____, and having its principal place of business at _____ (type or print), hereinafter referred to as the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the GRANTEE.

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant and convey to the GRANTEE and its assigns, an exclusive easement and right-of-way for utility purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, electric poles, telephone poles, wires, guy wires and appurtenances, water pipes, sewer pipes, gas pipes and mains and any other utility facilities and appurtenances over, under, upon and through the following described lands situate in the County of Seminole, State of Florida, to-wit:

Property Appraiser's Parcel Identification Number _____.

This Instrument Prepared by:

Address:

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its assigns forever.

THE GRANTEE and its assigns shall have the right to clear, keep clear and remove from said right-of-way all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation or maintenance of the utilities or any facilities installed thereon by the GRANTEE and its assigns, and the GRANTOR, its successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the said right-of-way that may interfere with the location, excavation, operation or maintenance of the utilities, or any facilities installed thereon. Notwithstanding the issuance of any permit to construct a fence or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or an authorized utility company, if applicable, to remove the fence or other structure from the easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the easement.

GRANTOR does hereby covenant with the GRANTEE, that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the said easement and that it is free from all encumbrances.

The property conveyed herein may include roads, lines (water, sewer or other), drainage facilities or systems, or other facilities or systems which will become the responsibility of the GRANTEE. The GRANTOR represents that any and all facilities or systems located in, upon, or within the conveyed property are free from all latent and patent design, construction and other defects. The GRANTOR hereby represents to the GRANTEE that it has no knowledge of any latent or patent defects. GRANTOR hereby assigns, transfers and conveys to the GRANTEE any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to, any and all warranties, claims and other forms of indemnification. By execution of this document, the GRANTOR affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The GRANTOR recognizes that the GRANTEE is relying upon the GRANTOR's representations as herein expressed. The GRANTOR further accepts responsibility over and agrees to indemnify and hold the GRANTEE harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating to or arising from this conveyance.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

ATTEST:

(Type Corporation Name)

(Signature) , Secretary

(Signature) , President

(Legibly Print/Type/or Stamp Name) (Legibly Print/Type/or Stamp Name)

Affix Corporate Seal

WITNESSES: Signed, sealed and delivered
in our presence:

(Signature)

(Legibly Print/Type/Stamp Name)

(Signature)

(Legibly Print/Type/Stamp Name)

STATE OF)

)

COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ (name of officer or agent) as _____ (title of officer or agent) and _____ (name of officer or agent) as (title of officer or agent) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. They are personally known to me or who have produced _____ (type of identification) as identification and who did (did not) take an oath.

NOTARY SEAL

(Signature) Notary Public, in and for
the County and State aforementioned

Env Srv ue
8/22/05

Exhibit "G"

Water Agreement
(Reclaimed)

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and NW 46 LTD, JLY GROUP LIMITED, JEROME L. YODERIAN and LONA S. YODERIAN, hereinafter referred to as "OWNER".

W I T N E S S E T H:

WHEREAS, OWNER owns certain real property in Seminole County, Florida, hereinafter referred to as "the Property," as described in Exhibit "A," and set forth on the survey in Exhibit "B," attached to the Conditional Utility Agreement For Potable and Reclaimed Water Service; and

WHEREAS, OWNER requires a reclaimed water service system to serve future residential development to be located on the Property; and

WHEREAS, OWNER is willing to construct an off-site reclaimed water system and other appurtenant facilities to serve the Property and convey said water system and appurtenant facilities to the COUNTY in return for the considerations set forth herein; and

WHEREAS, OWNER has executed a Conditional Utility Agreement For Potable and Reclaimed Water Service to which this Agreement is attached as Exhibit "G" and together the Conditional Utility Agreement For Potable and Reclaimed Water Service and this Agreement comprise the complete and entire water agreement between the parties,

NOW, THEREFORE, in consideration of the premises, the parties mutual covenants and agreements, including the cost of designing,

permitting, constructing, conveying and accepting the reclaimed water system as hereinafter defined, the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Section 1. Recitals. The foregoing premises are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Definitions. As used in this Agreement, certain terms and phrases appearing herein are defined as follows:

(a) Reclaimed Water System. The terms "Reclaimed Water System" or "Water System" shall refer to and mean the construction of off-site reclaimed water lines on Oregon Street extending from the property boundary of 129 Oregon Street for 600 linear feet to the reclaimed water line stub out installed on Oregon Street for Section 14 of Lake Forest, as depicted on Attachment "A", attached hereto and incorporated herein, including transmission mains, stub-outs, pipes, valves, fittings and other such pertinent facilities as are routinely placed in public rights-of-way or dedicated easements. All permits and engineering design and construction contracts, plans and specifications for the Water System as and when filed with and approved by the County's Planning Department, Development Review Division, are incorporated herein by reference.

(b) Service Area. The term "Service Area" shall mean and consist of the Property which is to be developed and which is described in Exhibit "A" of the Conditional Utility Agreement for Potable and Reclaimed Water Service.

Section 3. Agreement to Construct and Convey. OWNER agrees to construct and convey to the COUNTY the Water System and the COUNTY, in reliance on the representations and warranties of OWNER contained herein and subject to the terms and conditions of this Agreement, agrees to accept the Water System from OWNER and pay for the cost thereof upon completion of the Water System. OWNER represents and warrants that:

(a) OWNER shall cause to be designed, permitted and constructed, the Water System to the Property. Any Federal, State or local permitting fees and approvals, if applicable, shall be the responsibility of the OWNER; provided, however, that the COUNTY shall be responsible for the Right-of-Way use permit fee, if applicable, and the underground utility permit fee, all related to the off-site water main only.


(b) Subject to the terms of this Agreement, the OWNER shall commence construction of the Water System within six (6) months and complete construction within eighteen (18) months of commencement of construction. OWNER may apply in writing for an extension within sixty (60) days of the expiration of the six (6) month term.

(c) OWNER's agreement to construct and convey the Water System is in addition to OWNER's agreement to construct, install and convey, at OWNER's sole cost and expense, all other water transmission, collection and meter facilities necessary to provide water service to OWNER's Property pursuant to the Conditional Utility Agreement For Potable and Reclaimed Water Service.

Section 4. Conveyance. In addition to the provisions set forth in Section 11, Title to Installations Constructed by Developer, of the Conditional Utility Agreement For Potable and Reclaimed Water Service, the following shall apply:

(a) Conveyance shall be closed at the Seminole County Services Building within fifteen (15) days of the vote relating to conveyance by the Board of County Commissioners.

(b) Real and personal property taxes, if any, shall be the responsibility of the OWNER and prorated as of the date of closing. Any corrective instruments required in connection with perfecting OWNER's title shall be prepared and recorded by OWNER prior to closing.

Section 5. Construction of Installations. In addition to the provisions of Section 9 of the  Conditional Utility Agreement For Potable and Reclaimed Water Service, the OWNER shall provide COUNTY with the proposed utility contractor's firm name, key agents, address and brief description of previous applicable jobs so that the COUNTY may approve said contractor prior to establishment of a pre-construction conference. Approval shall not be unreasonably withheld by the COUNTY.

Section 6. Payment. COUNTY shall reimburse OWNER for the actual costs incurred in construction of the Water System as described in Section 2(a) herein. The anticipated construction costs are set forth in Attachment "B" attached hereto and incorporated herein and shall not exceed SEVENTY-NINE THOUSAND TWO HUNDRED SEVENTY AND 81/100 DOLLARS (\$79,270.81). Actual costs shall include all design,

permitting, construction, labor and materials associated with construction of the Water System. To be eligible for reimbursement by COUNTY, the costs incurred by OWNER must be reviewed and written consent obtained from COUNTY by OWNER prior to incurring the costs. These costs shall be based on the contractor's invoices and OWNER's engineer's certification of the invoices and in accordance with cost and pay estimates approved by COUNTY. Payment shall be made as follows:

(a) Notwithstanding any other provision of this Agreement, the total repayment amount shall not exceed the amount of OWNER's contract to construct the Water System together with change orders as approved by the COUNTY in writing.

(b) The COUNTY shall reimburse the OWNER for approved costs of design, permitting and construction of the Water System upon completion of construction. Payments shall be by COUNTY warrant within forty-five (45) days of receipt and approval by COUNTY of the bill of sale, contractor invoices, engineer certification of completion, Florida Department of Environmental Protection acceptance and clearance, final COUNTY inspection and COUNTY receipt of as-builts related to the off-site water main in accordance with this Agreement.

Section 7. Risk of Loss. OWNER shall bear the risk of loss or damage to the Water System prior to conveyance and acceptance by the COUNTY. OWNER shall restore at its expense all loss or damage within a reasonable period of time.

Section 8. Approval of County. As a condition precedent to COUNTY's obligations hereunder, the OWNER shall deliver to COUNTY for

COUNTY's prior review and approval all plans, specifications, drawings, financial and cost projections, construction and other contracts and corresponding prices prepared for the OWNER regarding the Water System. Under no circumstances shall the review by the COUNTY impose on the COUNTY any liability to the OWNER or any individual or entity for faulty design or construction of the Water System. It is acknowledged by the parties that the COUNTY review contemplated in this Section is only for the purpose of determining the operational acceptability of the Water System and for no other purpose whatsoever. Nothing in this Section shall relieve OWNER of its obligations under this Agreement, the Conditional Utility Agreement For Potable or Reclaimed Water Service, or under applicable COUNTY regulations and procedures.

Section 9. Access to Site. The COUNTY shall provide to the OWNER rights of access and easements over property belonging to or controlled by the COUNTY for installation of the Water System as required for the completion of the approved Water System and in accordance with the approved plans and specifications. County Development Fees related to development of the adjacent subdivision including underground utilities fees and right-of-way use fees, shall not be waived by this Section.

Section 10. Operation and Maintenance. Upon transfer, the COUNTY shall be responsible for operation and maintenance of the Water System and shall assure service to all present and future connections to the Property; provided, however, that the COUNTY's obligation shall be consistent with and not greater than the COUNTY's obligation to

provide such water service to the public generally.

Section 11. Indemnification. OWNER agrees to hold harmless and indemnify the COUNTY, its Commissioners, officers, employees and agents from and against any and all claims, losses, damages, or lawsuits for damages, including any and all court costs and attorney fees arising from or related to the performance of this Agreement between OWNER and COUNTY.

OWNER further agrees to hold harmless and indemnify the COUNTY, its Commissioners, officers, employees and agents from and against any and all claims, losses, damages or lawsuits for damages resulting from:

(a) any misrepresentation of a material fact contained in this Agreement or the exhibit attached hereto; or

(b) any breach of warranties made by OWNER pursuant to this Agreement.

Section 12. County's Liability. Notwithstanding everything contained herein to the contrary, OWNER understands and agrees that the obligations of the COUNTY, including, but not limited to, the payment of costs to be made hereunder to OWNER shall not be deemed to be or constitute a pledge of the full faith and credit of the general revenues, including non-ad valorem tax revenues of the COUNTY.

[Balance of page left intentionally blank; attestations on pages 8-9]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

NW 46, LTD., a Florida limited partnership

By: SCHRIMSHER INVESTMENTS CORPORATION,
a Florida corporation, a general partner

By:

Frank L. Schrimsher Secretary

By:

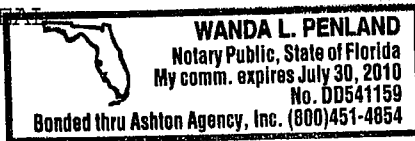
J. STEVEN SCHRIMSHER, President

Date:

10/26/09

I HEREBY CERTIFY that, on this 26th day of October, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J. Steven Schrimsher and Frank L. Schrimsher as President and Secretary of Schrimsher Investments Corporation, a Florida corporation, a general partner of NW 46, LTD., a limited partnership organized under the laws of the State of Florida, who is personally known to me or who has produced _____ as identification and that he did take an oath. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation.

NOTARY SEAL



Wanda L. Penland
Notary Public Signature

ATTEST:

JLY GROUP LIMITED,
a Florida limited partnership

By:

Jerome L. Youderian
JEROME L. YOUNDERIAN,
General Partner

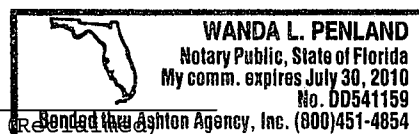
Date:

10/29/2009

I HEREBY CERTIFY that, on this 29th day of October, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jerome L. Youderian, as General Partner of JLY Group Limited, a limited partnership organized under the laws of the State of Florida, who is personally known to me or who has produced _____ as identification and that he did take an oath. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation.

NOTARY SEAL

Wanda L. Penland
Notary Public Signature



ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
SED/lpk
9/10/09 10/1/09
P:\Users\lkennedy\My Documents\Environmental Services\Yoderian exhibit G .doc

Attachments:

Attachment "A" - Project Depiction
Attachment "B" - Construction Costs



MADDEN

engineering, inc.
CIVIL ENGINEERS

September 21, 2009

Keith Denton
Seminole County
1301 E. Second Street
Sanford, FL 32771

RE: DOUGLAS GRAND AT LAKE MARY
09-06000029

Dear Keith:

The items listed below were determined from the contracted total for construction:

#1 - Cost Estimate for Reuse Water Main Needed to Serve Project

Cost of reuse water main extension required to serve project with 4-inch reuse water main. Developer is responsible for this cost.

Tie-In To Existing Stub-Out (South Connection)	1	EA	\$5,500.00	\$5,500.00
4" PVC C-900	1536	LF	\$13.20	\$20,275.20
4" Gate Valve	4	EA	\$440.00	\$1,760.00
Misc. 4" Bends and Fittings	7	EA	\$275.00	\$1,925.00
4"x2" Blow-Off	1	EA	\$550.00	\$550.00
4" Jack and Bore	70	LF	\$330.00	\$23,100.00
Restoration - Grade and Sod	33500	SF	\$1.10	\$36,850.00
Sidewalk Removal and Replacement	5000	SF	\$7.70	\$38,500.00
Traffic Control	15	DAYS	\$275.00	\$4,125.00
Erosion Control	1450	LF	\$3.30	\$4,785.00
Permitting/Inspection Fees	1	EA	\$2,287.65	\$2,287.65
Construction Mobilization/Surveying	1	LS	\$2,413.40	\$2,413.40
				\$142,071.25

#2 - Cost Estimate for Seminole County Required Reuse Water Main Up-Size

Estimate #1 with substitution of increasing proposed reuse water main along Oregon from 4-inch to 8-inch. County to reimburse Developer for cost associated with upsizing reuse water main from 4-inch to 8-inch.

Tie-In To Existing Stub-Out (South Connection)	1	EA	\$5,500.00	\$5,500.00
8" PVC C-900	1426	LF	\$19.80	\$28,234.80
8" Gate Valve	2	EA	\$1,265.00	\$2,530.00
Misc. 8" Bends and Fittings	5	EA	\$495.00	\$2,475.00
4" PVC C-900	110	LF	\$13.20	\$1,452.00
4" Gate Valve	2	EA	\$440.00	\$880.00
Misc. 4" Bends and Fittings	2	EA	\$275.00	\$550.00
4"x2" Blow-Off	1	EA	\$550.00	\$550.00
4" Jack and Bore	70	LF	\$330.00	\$23,100.00
Restoration - Grade and Sod	33500	SF	\$1.10	\$36,850.00
Sidewalk Removal and Replacement	5000	SF	\$7.70	\$38,500.00
Traffic Control	15	DAYS	\$275.00	\$4,125.00
Erosion Control	1450	LF	\$3.30	\$4,785.00
Permitting/Inspection Fees	1	EA	\$2,454.60	\$2,454.60
Construction Mobilization/Surveying	1	LS	\$2,645.28	\$2,645.28
				\$154,631.68

#3 - Cost Estimate for extending 8-inch reuse water main from Project's north property line to Lake Forrest

Extension is past project boundary and not required to serve project. County to reimburse developer for 100% of extension cost

Tie-In To Existing Stub-Out (North Connection)	1	EA	\$5,500.00	\$5,500.00
8" PVC C-900	594	LF	\$19.80	\$11,761.20
8" Gate Valve	1	EA	\$1,265.00	\$1,265.00
Misc. 8" Bends and Fittings	5	EA	\$495.00	\$2,475.00
Restoration - Grade and Sod	15000	SF	\$1.10	\$16,500.00
Sidewalk Removal and Replacement	3000	SF	\$7.70	\$23,100.00
Traffic Control	5	DAYS	\$275.00	\$1,375.00
Erosion Control	600	LF	\$3.30	\$1,980.00
Permitting/Inspection Fees	1	EA	\$1,472.68	\$1,472.68
Construction Mobilization/Surveying	1	LS	\$1,281.50	\$1,281.50
			SUBTOTAL	\$66,710.38

Summary

Difference In Cost Between 4-Inch and 8-Inch Extension (Estimate #2 minus Estimate #1) =	\$12,560.43
Cost to extend 8-Inch Reclaimed Water Main to Lake Forest Stub-out (Estimate #3) =	\$66,710.38
Total Reimbursement for Reuse Water Main Up-Size and Extension Costs =	\$79,270.81

Sincerely,

David A. Stokes, P.E.
Professional Engineer

CHM/C3/nwm

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